

1 BILL NO. S-79-11-33, AS AMENDED

2 SPECIAL ORDINANCE NO. *S-208-79*

3 AN ORDINANCE AUTHORIZING THE CITY OF FORT
4 WAYNE TO ISSUE ITS \$4,000,000.00 ECONOMIC
5 DEVELOPMENT REVENUE BONDS (GENOVA, INC.
6 PROJECT) AND APPROVING AND AUTHORIZING
7 OTHER ACTIONS IN RESPECT THERETO

8 WHEREAS, the City of Fort Wayne Economic Development Com-
9 mission has been duly created by the City of Fort Wayne, Indiana
10 and the members of the Commission have been duly appointed and
11 qualified pursuant to law; and

12 WHEREAS, the Fort Wayne Economic Development Commission
13 has prepared and filed with the Allen County Plan Commission its
14 report entitled "Report of the City of Fort Wayne Economic
15 Development Commission Regarding Facilities to be Constructed
16 for Genova, Inc."; and

17 WHEREAS, the Allen County Plan Commission has filed its
18 written comments concerning the proposed economic development
19 facilities and approving the same; and

20 WHEREAS, the Fort Wayne Economic Development Commission,
21 after a public hearing conducted on November 20, 1979, adopted a
22 Resolution on December 6, 1979, which Resolution has been trans-
23 mitted hereto, finding that the financing of certain economic
24 development facilities of Genova, Inc. complies with the purposes
25 and provisions of I.C. 18-6-4.5, as supplemented and amended
26 (the "Act"), and that such financing will be of benefit to the
27 welfare of the City; and

28 WHEREAS, the Fort Wayne Economic Development Commission
29 has heretofore approved and recommended to this Common Council
30 that it adopt this form of Ordinance and has approved and has
31 transmitted for approval by this Common Council forms of a Loan
32 Agreement, Indenture, Bond Purchase Contract, Mortgage and
33 Security Agreement and Mortgage Note all relating to the
34 financing of such economic development facilities; now, therefore,

35 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA, THAT:

1 Section 1. Findings; Public Benefits. The Common Council
2 of the City hereby finds and determines that the building, equip-
3 ment and facilities in connection therewith (the "Project") to
4 be acquired and constructed with the proceeds of the Economic
5 Development Revenue Bonds herein authorized are "economic
6 development facilities" as that phrase is used in the Act; that
7 acquisition and construction of the Project will increase em-
8 ployment opportunities and increase diversification of economic
9 development facilities in and near the City, will improve and
10 promote the economic stability, development and welfare of the
11 area in and near the City and will encourage and promote the
12 expansion of industry, trade and commerce in the area in and
13 near the City and the location of other new industries in such
14 area; and that the public benefits to be accomplished by this
15 Bond Ordinance, in tending to overcome insufficient employment
16 opportunities and insufficient diversification of industry, are
17 greater than the cost of public services (as that phrase is
18 defined in the Act) which will be required by the Project.

19 Section 2. Authorization of Economic Development Revenue
20 Bonds. In order to pay a portion of the cost of acquiring and
21 constructing the Project, there are hereby authorized to be
22 issued, sold and delivered \$4,000,000 aggregate principal amount
23 of Economic Development Revenue Bonds (Genova, Inc. Project) of
24 the City (the "Bonds"). Any additional costs of the Project will
25 be paid for by the Company.

26 Section 3. Terms for the Bonds. The total principal
27 amount of Bonds that may be issued is hereby expressly limited
28 to \$4,000,000.

29 The Bonds shall be issuable in fully registered form, shall
30 bear interest until paid at the rate of 7.6% per annum payable
31 quarterly from their date and shall mature in quarterly install-
32 ments in each of the years set forth below and in the principal
33 amount set opposite each year, as follows:

1	Year	Principal Amount
2	1	\$ 0
3	2	100,000 payable in 4 equal quarterly installments
4	3	400,000 payable in 4 equal quarterly installments
5	4	500,000 payable in 4 equal quarterly installments
6	5	500,000 payable in 4 equal quarterly installments
7	6	500,000 payable in 4 equal quarterly installments
8	7	500,000 payable in 4 equal quarterly installments
9	8	500,000 payable in 4 equal quarterly installments
10	9	500,000 payable in 4 equal quarterly installments
11	10	500,000 payable in 4 equal quarterly installments

Each Bond shall be dated December 1, 1979; otherwise, each Bond shall be dated as of the interest payment date to which interest has been paid next preceding the date on which it is delivered unless it is delivered on an interest payment date, in which case it shall be dated as of such date. Principal and interest and premium, if any, shall be payable at the principal office of the Trustee in Fort Wayne, Indiana.

The Bonds shall be executed, shall be in such form, shall have such redemption provisions, and shall be subject to such other terms and conditions as set forth in the Indenture. The Bonds and the interest thereon do not and shall never constitute an indebtedness of or a charge against the general credit or taxing power of the City, but are limited obligations of the City payable solely from revenues and other amounts derived from the Loan Agreement and shall be secured as provided in the Indenture, the Mortgage and Security Agreement and the Mortgage Note. Forms of the Loan Agreement, the Indenture, the Mortgage and Security Agreement and the Mortgage Note are before this meeting and are by this reference incorporated in this Bond Ordinance, and the City Clerk is hereby directed to insert them into the minutes of the Common Council and to keep them on file.

Section 4. Sale of the Bonds; Bond Purchase Contract.

The Mayor and City Clerk of the City are hereby authorized and directed to sell the Bonds to or upon the order of the purchasers named in the Bond Purchase Contract at a price of \$4,000,000, plus accrued interest, if any, to the date of delivery and payment. The form of the Bond Purchase Contract is before this meeting and is by this reference incorporated in this Bond

1 Ordinance, and the City Clerk is hereby directed to insert it
2 into the minutes of the Common Council and to keep it on file.
3 The Mayor and City Clerk shall execute and deliver a Bond
4 Purchase Contract in substantially the form submitted to this
5 Common Council which is hereby approved in all respects.

6 Section 5. Indenture. In order to secure the payment of
7 the principal of and interest on the Bonds, the Mayor and City
8 Clerk shall execute, acknowledge and deliver, in the name and
9 on behalf of the City, an Indenture in substantially the form
10 submitted to this Common Council, which is hereby approved in
11 all respects.

12 Section 6. Loan Agreement. In order to provide for the
13 loan of the proceeds of the Bonds to acquire and construct the
14 Project and the payment by the Company of an amount sufficient
15 to pay the principal of and premium, if any, and interest on the
16 Bonds, the Mayor and City Clerk shall execute, acknowledge and
17 deliver in the name and on behalf of the City a Loan Agreement in
18 substantially the form submitted to this Common Council, which is
19 hereby approved in all respects.

20 Section 7. Acceptance of Mortgage and Security Agreement
21 and Mortgage Note. In connection with the Bonds, the City
22 accepts as security for such Bonds the Mortgage and Security
23 Agreement and Mortgage Note of the Company. The Mortgage and
24 Security Agreement and Mortgage Note shall be in substantially
25 the forms presented to this Common Council and hereby approved
26 in all respects.

27 Section 8. General. The Mayor, City Clerk and other
28 officers and employees of the City be and they are each hereby
29 authorized and directed, in the name and on behalf of the City,
30 to execute any and all instruments, perform any and all acts,
31 approve any and all matters, and do any and all things deemed
32 by them, or any of them, to be necessary or desirable in order
33 to carry out the purposes of this Bond Ordinance (including the
34 preambles hereto), the acquisition and construction of the
35 Project by the Company, the issuance and sale of the Bonds, and

1 the securing of the Bonds under the Indenture.

2 Section 9. Effective Date. This Bond Ordinance shall be
3 in full force and effect immediately upon its adoption by the
4 Common Council and approval by the Mayor.

5 Presented by Councilman _____.

6 Passed in open Council this _____ day of December, 1979.

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10 _____
Councilman

11 Approved as to form
12 and legality:

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1 SPECIAL ORDINANCE NO. S-~~11-79~~⁷⁹⁻¹¹-33

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3 AN ORDINANCE AUTHORIZING THE CITY OF FORT
4 WAYNE TO ISSUE ITS \$4,000,000.00 ECONOMIC
5 DEVELOPMENT FIRST MORTGAGE REVENUE BOND
(GENOVA, INC. PROJECT) AND APPROVING AND
6 AUTHORIZING OTHER ACTIONS IN RESPECT THERETO

7

8 WHEREAS, the City of Fort Wayne Economic Development Com-
9 mission has been duly created by the City of Fort Wayne, Indiana,
10 and the members of the Commission have been duly appointed and
11 qualified pursuant to law; and

12 WHEREAS, the City of Fort Wayne Economic Development Com-
13 mission has prepared and filed with the Allen County Plan Com-
14 mission its report entitled "Report of the City of Fort Wayne
15 Economic Development Commission Concerning the Proposed Financing
16 of Economic Development Facilities for Genova, Inc.; and

17 WHEREAS, the Allen County Plan Commission has filed its
18 written comments concerning the proposed economic development
19 facilities and approving the same; and

20 WHEREAS, the City of Fort Wayne Economic Development Com-
21 mission, after a public hearing conducted on November 20, 1979,
22 adopted a Resolution on the same date, which Resolution has been
23 transmitted hereto, finding that the financing of certain economic
24 development facilities of Genova, Inc. complies with the purposes
25 and provisions of I.C. 1971, 18-6-4.5, as supplemented and amended
26 (the "Act"), and that such financing will be of benefit to the
27 health and welfare of the City of Fort Wayne and its citizens; and

28 WHEREAS, the City of Fort Wayne Economic Development Com-
29 mission has heretofore approved and recommended to this Common
30 Council that it adopt this form of Ordinance and has approved the
31 forms of and has transmitted for approval by this Common Council
32 the Loan Agreement, Mortgage and Security Agreement, Indenture of
33 Trust and Guaranty Agreement; now, therefore,

34 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
35 WAYNE, INDIANA, THAT:

SECTION 1. It is hereby found and determined that the
financing of the economic development facilities referred to in

1 the Loan Agreement, Mortgage and Security Agreement approved by
2 the City of Fort Wayne Economic Development Commission and pre-
3 sented to this Common Council, the issuance and sale of \$4,000,000
4 Economic Development First Mortgage Revenue Bonds of the City of
5 Fort Wayne, the loan of the net proceeds thereof to Genova, Inc.,
6 for the construction and equipment of such facilities, the payment
7 of principal, premium, if any, and interest on such bond from note
8 payments pursuant to the Mortgage Note, executed by Genova, Inc.,
9 the Loan Agreement, Mortgage and Security Agreement, and the
10 securing of said bonds by the mortgaging of such facilities to the
11 Trustee named in the Indenture of Trust, all as previously approved
12 by the City of Fort Wayne Economic Development Commission and
13 presented to this Common Council will be of benefit to the health
14 and welfare of the City of Fort Wayne and its citizens and complies
15 with the purposes and provisions of the Act.

16 SECTION 2. The forms of the Loan Agreement, Mortgage, and
17 Security Agreement, the Indenture of Trust and the Guaranty
18 Agreement approved by the City of Fort Wayne Economic Development
19 Commission are hereby approved. Such documents collectively
20 shall be considered the "Financing Agreement" referred to in the
21 Act. Such documents shall be incorporated herein by reference
22 and shall be inserted in the minutes of the Common Council and
23 kept on file by the City Clerk.

24 SECTION 3. The City of Fort Wayne hereby determines that an
25 economic development first mortgage revenue bond shall be issued
26 pursuant to the Act in the principal amount of \$4,000,000 for the
27 aforesaid purpose. Such bond shall be designed "City of Fort
28 Wayne Economic Development First Mortgage Revenue Bond (Genova,
29 Inc. Project)" (the "Bond"), and shall be issued for the purpose
30 of procuring funds to pay the costs of construction and equipment
31 of the economic development facilities, as more particularly set
32 out in the Loan Agreement, Mortgage and Security Agreement, and
33 the Indenture of Trust incorporated herein by reference, which
34 Bond shall be issued in the form and denomination and shall be
35 executed, dated, be subject to redemption on the dates and at the

1 prices as provided in the above described Loan Agreement, Mortgage
2 and Security Agreement, and the Indenture of Trust. The bond will
3 be payable as to principal, premium, if any, and interest from
4 the note payments made by Genova, Inc., under the Mortgage Note, the
5 Loan Agreement, Mortgage and Security Agreement, and from other
6 revenues and income realized under the Loan Agreement, Mortgage
7 and Security Agreement, or as otherwise provided in the above-
8 described Loan Agreement, Mortgage and Security Agreement and the
9 Indenture of Trust. The Bonds shall never constitute a general
10 obligation of, an indebtedness of, or a charge against the general
11 credit of the City of Fort Wayne. Additional bonds may be
12 authorized and issued by the City upon the terms provided in the
13 Loan Agreement, Mortgage and Security Agreement, and the Indenture
14 of Trust.

15 SECTION 4. The Mayor and the City Clerk are authorized and
16 directed to sell the Bonds to the purchasers thereof at a rate of
17 interest not to exceed 7.6% per annum and at a price of 100% of
18 the principal amount thereof. The Bonds shall be scheduled to
19 mature in monthly installments over a period of ten years, as more
20 specifically set forth in the Loan Agreement, Mortgage and
21 Security Agreeemnt, and the Indenture of Trust. Payments of
22 principal of, premium, if any, and interest on the Bonds shall be
23 made in the manner and on the dates prescribed in the Loan Agree-
24 ment, Mortgage and Security Agreement, and the Indenture of Trust.

25 SECTION 5. The Mayor and the City Clerk be and they are
26 hereby authorized and directed to execute the documents con-
27 stituting the Financing Agreement approved herein on behalf of
28 the City of Fort Wayne and any other document which may be
29 necessary or desirable to consummate the transaction including,
30 without implied limitation, the Bond authorized herein and
31 financing statements to be utilized in connection with the
32 perfection of security agreements. The forms of the documents
33 constituting the Financing Agreement shall be subject to such
34 changes as are not inconsistent with this Ordinance and as may be
35 approved by the officers executing the same, which approval shall

1 be conclusively evidenced by the execution of such documents by
2 the Mayor and/or the City Clerk. The signatures of the Mayor and
3 the City Clerk on the Bond and coupons, if any, may be facsimile
4 signatures. The City Clerk is authorized to arrange for delivery
5 of the Bond to the Trustee named in the Loan Agreement, Mortgage
6 and Security Agreement, and the Indenture of Trust, for delivery
7 to the purchasers thereof against payment therefor to such Trustee.

8 SECTION 6. The principal proceeds of the sale of the Bond
9 shall be deposited with and held by the Trustee and applied by the
10 Trustee in accordance with the Loan Agreement, Mortgage and Security
11 Agreement, and the Indenture of Trust. The Trustee is hereby
12 authorized to disburse funds held under the Loan Agreement, Mort-
13 gage and Security Agreement, and the Indenture of Trust on behalf
14 of the Issuer in accordance with said Indenture.

15 SECTION 7. The provisions of this Ordinance and the Loan
16 Agreement, Mortgage and Security Agreement, and the Indenture of
17 Trust securing the Bond shall constitute binding between the City
18 of Fort Wayne and the holder or holders of the Bond, and after
19 the issuance of the Bond, this Ordinance shall not be repealed or
20 amended in any respect which would adversely affect the rights of
21 such holders as long as any portion of the Bond or the interest
22 thereon remains unpaid.

23 SECTION 8. The actions of the Mayor or any other officer
24 of the City in doing any and all acts necessary in connection with
25 the construction and equipping of the Project and the issuance of
26 the Bond are hereby ratified and confirmed.

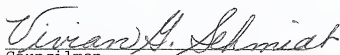
27 SECTION 9. The proper officers, agents and employees of the
28 City are hereby authorized, empowered and directed to do all such
29 acts and things and to execute all such documents as may be
30 necessary in connection with the construction and equipping of
31 the Project and the issuance of the Bond.

32 SECTION 10. All Ordinances or parts thereof in conflict
33 herewith are, to the extent of such conflict, hereby repealed.

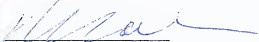
34 SECTION 11. It is hereby found and determined that all
35 official actions of this Common Council concerning and relating
to the passage of this Ordinance were taken in an open meeting of
this Common Council, and that all deliberations of this Common

1 Council and of any of its committees, if any, that resulted in
2 such official action were taken in meetings open to the public,
3 in full compliance with applicable legal requirements, including
4 I.C. 5-14-1.5-7.

5 SECTION 12. This Ordinance shall be in full force and effect
6 from and after its passage and signing by the Mayor.

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10 Councilman

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12 Approved as to form
13 and legality:

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Read the first time in full and on motion by _____, seconded by _____

Drugs, and duly adopted, read the ~~Second~~ title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE:

11-27-79

Charles W. Westerman

CITY CLERK

12

Read the third time in full and on motion by V. Schmidt,

seconded by Thinga, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>7</u>	_____	_____	<u>2</u>	_____
BURNS	<u>✓</u>	_____	_____	_____	_____
HINGA	<u>✓</u>	_____	_____	_____	_____
HUNTER	_____	_____	_____	<u>✓</u>	_____
MOSES	_____	_____	_____	<u>✓</u>	_____
NUCKOLS	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, D.	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, V.	<u>✓</u>	_____	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____	_____

DATE:

12-11-79

Charles W. Westerman

CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. S-20879 on the 11th day of December, 1979.
ATTEST: (SEAL)

Charles W. Westerman

CITY CLERK

James Stier

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of December, 1979, at the hour of 2:30 o'clock P. M., E.S.T.

Charles W. Westerman

CITY CLERK

Approved and signed by me this 14th day of December, 1979

at the hour of 10 o'clock _____ M., E.S.T.

Rahad Anthony

MAYOR

Bill No. S-79-11-33 *amended*

*Read
until Dec. 11*

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance

AUTHORIZING THE CITY OF FORT WAYNE TO ISSUE ITS \$4,000,000 ECONOMIC
DEVELOPMENT FIRST MORTGAGE REVENUE BOND (GENOVA, INC. PROJECT)
AND APPROVING AND AUTHORIZING OTHER ACTIONS IN RESPECT THERETO

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance *Do* PASS.

VIVIAN G. SCHMIDT - CHAIRMAN

WILLIAM T. HINGA - VICE CHAIRMAN

JAMES S. STIER

JOHN NUCKOLS

DONALD J. SCHMIDT

Vivian G. Schmidt

William T. Hinga

James S. Stier

John Nuckols
Donald J. Schmidt

12-11-79

CONCURRED IN

DATE CHARLES W. WESTERMAN, CITY CL.

BOND PURCHASE CONTRACT

THIS AGREEMENT made this ____ day of _____, 19__, by and between the City of Fort Wayne, State of Indiana, a _____ (the "Issuer"), National Bank of Detroit, a national banking association ("NBD") and Lincoln National Bank and Trust Company of Fort Wayne, a national banking association ("Lincoln National").

WITNESSETH:

In consideration of the mutual terms and conditions herein set forth, the parties hereto agree as follows:

1. Subject to the terms and conditions herein set forth, NBD and Lincoln National hereby agree to purchase from the Issuer and the Issuer hereby agrees to sell to NBD and Lincoln National its Economic Development Revenue Bonds (Genova, Inc. Project) (the "Bonds"), substantially in the form of attached Exhibits A and B, for the purchase price of \$4,000,000 plus accrued interest thereon to the date of purchase. The Bond set forth on attached Exhibit A shall be purchased by NBD for the purchase price of \$3,000,000, and the Bond set forth on attached Exhibit B shall be purchased by Lincoln National for the purchase price of \$1,000,000. The proceeds of the Bonds shall be disbursed to Genova, Inc. (the "Company") in accordance with the Loan Agreement described below.

2. The purchase of the Bonds shall take place on or before March 31, 1980. On the date of purchase the Issuer shall deliver to the Bank the following:

A. The executed Bonds.

B. An executed copy of the Loan Agreement, substantially in the form of attached Exhibit C ("Loan").

C. An executed copy of the Indenture substantially in the form of attached Exhibit D ("Indenture").

D. A certified copy of the Bond Ordinance of the Issuer, substantially in the form of attached Exhibit E ("Bond Ordinance").

E. An executed copy of the Guaranty Agreement of Genova, Inc., in a form approved by NBD and Lincoln National ("Corporate Guaranty").

F. An executed copy of the Mortgage Note, endorsed in favor of Lincoln National, as Trustee for NBD and Lincoln National substantially in form of attached Exhibit F.

G. An executed copy of the Mortgage and Security Agreement, substantially in the form of attached Exhibit G (the "Mortgage").

H. An opinion of counsel as of the date of purchase from Dickinson, Wright, McKean, Cudlip & Moon and Chapman and Cutler, as co-bond counsel ("Bond Counsel") in a form acceptable to NBD and Lincoln National.

I. An opinion of counsel for the Company, dated as of the date of purchase of the Bond, in a form acceptable to NBD and Lincoln National.

J. A survey of the real property which is subject to the Mortgage, in form acceptable to NBD and Lincoln National and certified in favor of NBD and Lincoln National.

K. A policy of mortgage title insurance in the amount of \$4,000,000, without standard exceptions, issued by a title insurance company satisfactory to NBD and Lincoln National in the form of the American Land Title Association Standard Loan Policy, 1970, insuring the lien of the Mortgage on the Project subject only to Permitted Encumbrances, as said term is defined in the Loan Agreement attached hereto as Exhibit C, and naming the Trustee as the insured.

L. A certificate dated the date of the purchase made by the Issuer to the effect that no interest will be received on the Bond proceeds which would violate the arbitrage regulations of the Internal Revenue Service, being regulations 1.103-13, 1.103-14, and 1.103-15, as amended.

M. Such additional certificates, instruments, opinions of counsel and other documents as NBD and Lincoln National and Bond Counsel may reasonably deem necessary to evidence the

truth and accuracy at the time of purchase of the Bonds of the representations and warranties of the Issuer and the Company set forth in the Loan, the Indenture, the Mortgage and the Corporate Guaranty, and such other matters as the Bank or the Bond Counsel may reasonably request.

3. Neither NBD, Lincoln National nor the Issuer shall be under any obligation to pay any expenses incident to the performance of the Issuer hereunder or with respect to issuance of the Bonds. All expenses and costs incident to the execution and delivery of the Bonds, the Ordinance, the Indenture, and the Loan, including, without limitation, the legal fees of Bond Counsel and of counsel to NBD and Lincoln National, shall be paid out of the proceeds of the Bonds, or by the Company.

4. The Issuer and the Company agree that, so long as NBD shall be a registered holder of the Bonds and notwithstanding anything to the contrary in the Bonds, the Indenture, the Loan Agreement, the Ordinance or the Guaranty, the Issuer and the Company will, unless and until NBD shall request otherwise, pay or cause the Trustee to pay all sums (except the final payment) payable with respect to any Bonds held by NBD without surrender or presentation of such Bonds and without any notation of such payment being made thereon, by crediting before 11 A.M., Fort Wayne time, by Federal funds or bank wire transfer, specifying that such funds are on account of principal, premium and/or interest (as the case may be) due on Fort Wayne, Indiana Economic Development Revenue Bonds (Genova, Inc. Project), to:

or to such other account as NBD may specify in notice to the Trustee and the Company.

Prior to any sale or other disposition of any Bond held by NBD, NBD will (a) make, prior to the delivery thereof, a notation thereon of all redemptions of principal, if any, on such Bond and the date to which interest has been paid thereon and (b) promptly notify the Trustee, the Issuer and the Company of the name and address of the transferee of such Bond.

The Issuer and the Company agree to extend the benefits of the foregoing provisions of this section to any institutional investor which may transfer any Bond; provided that such institutional investor is a bank or insurance company and, in their sole judgment, of at least equal credit-worthiness.

5. The obligations of NBD and Lincoln National hereunder to purchase the Bonds shall be subject to delivery of the above described documents prior to the purchase, and subject to the performance by the Issuer and the Company of the obligations and agreements to be performed by them at or prior to closing set forth in the Loan, the Bond Ordinance and the Indenture. In addition, purchase of the Bonds is subject to all of the documents listed in paragraph 2 above being in full force and effect at the time of purchase.

6. By its acceptance hereof, the Company acknowledges and confirms its approval of and agreement to be bound by the terms of this Contract.

IN WITNESS WHEREOF, the parties hereof have caused this Bond Purchase Contract to be duly executed in its name and on its behalf by its authorized officers, as of the day and year first above written.

CITY OF FORT WAYNE, INDIANA
an Indiana municipal corporation

By _____
Its _____

(SEAL)

NATIONAL BANK OF DETROIT, a national
banking association

By _____
Its _____

LINCOLN NATIONAL BANK AND TRUST
COMPANY OF FORT WAYNE, a national
banking association

By _____
Its _____

ACCEPTED:

By _____
Its _____

Fort Wayne Economic Development Commission
Fort Wayne, Indiana

December 6, 1979

Common Council of the
City of Fort Wayne
City-County Building
Main Street
Fort Wayne, Indiana

Re: City of Fort Wayne, Indiana
Economic Development Revenue Bonds
(Genova, Inc. Project)

Gentlemen:

Pursuant to the provisions of IC 18-6-4.5-17, there are enclosed copies of the following:

1. Resolution containing a report on the proposed financing of economic development facilities, which report has been submitted to the president of the plan commission having jurisdiction where the facilities are to be located, together with excerpts from the minutes of the December 6 1979 meeting of the Fort Wayne Economic Development Commission evidencing adoption of such resolution.

2. Resolution approving the proposed financing and approving the form and terms of Economic Development Revenue Bonds, Loan Agreement, Indenture, Bond Purchase Contract, Mortgage and Security Agreement, Mortgage Note and Bond Ordinance, together with excerpts from the minutes of the November 20, 1979 meeting of the Fort Wayne Economic Development Commission evidencing a public hearing on the proposed financing of such economic development facilities and adoption of such resolution.

3. Each of the financing documents referred to in the preceding paragraph.

The Fort Wayne Economic Development Commission requests that you consider these enclosures and the proposed financing contemplated thereby and take such additional action as is necessary to complete such financing.

FORT WAYNE ECONOMIC DEVELOPMENT
COMMISSION

By

Quentin Ponder
Secretary

Fort Wayne, Indiana

December 6, 1979

The Fort Wayne Economic Development Commission met in regular session duly called in accordance with the rules of the Commission at 10:30 o'clock A.M., at Room 128 City Center Bldg in the City of Fort Wayne, Indiana. The meeting was called to order with Wayne Sumner, President, presiding, and the following members of the Commission present:

Absent:

* * *

The President of the Commission reported that a public hearing on a proposed financing of economic development facilities had been held on November 20, 1979 after the giving of notice by publication as required by law. The President also stated that the Commission had adopted a resolution approving the proposed financing on November 20, but that certain amendments to it were desirable and that a substitute resolution had been presented. The President also announced that the plan commission having jurisdiction where the facilities are to be located had, on November 20, 1979, been furnished the report on such economic development facilities approved by the Commission.

Commissioner Sumner then introduced, caused to be read and moved adoption of a resolution entitled "Resolution approving proposed financing of economic development facilities for Genova, Inc." Commissioner Nowlen seconded the motion and after due consideration thereof by the Commission, the President put the question on the motion for the adoption of said resolution, and the roll being called, the following named members voted:

AYE: Sumner, Nowlen, Ponder, Green, Danneberg

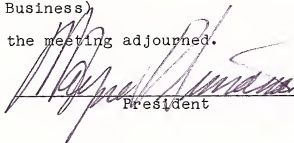
NAY: None

Whereupon the President declared said resolution duly adopted.

* * *


(Other Business)

Upon motion and vote the meeting adjourned.



President

ATTEST:



Secretary

Resolution No. K-32

RESOLUTION approving proposed financing of economic development facilities for Genova, Inc.

WHEREAS the Fort Wayne Economic Development Commission (the "Commission") has heretofore made a report making certain findings with respect to the proposed financing by the City of Fort Wayne, Indiana (the "City") for Genova, Inc. (the "Company"), of economic development facilities located near the City in the unincorporated area of Allen County; and

WHEREAS the plan commission having jurisdiction where the facilities are to be located has been furnished such report of the Commission; and

WHEREAS this Commission has held a public hearing on the proposed financing and desires to make a record of this resolution that the proposed financing complies with the purposes and provisions of IC 18-6-4.5 and to approve the form and terms of such financing;

NOW, THEREFORE, Be It Resolved by the Fort Wayne Economic Development Commission, as follows:

1. The Report of the Commission relating to the economic development facilities for the Company is hereby supplemented as follows:

"The estimated payroll from the economic development facilities is \$900,000 per year."

2. The proposed financing of economic development facilities by the City of Fort Wayne, Indiana, for the Company is hereby found to be of benefit to the welfare of the City and to comply with the purposes and provisions of IC 18-6-4.5.

3. The economic development facilities will not have an adverse competitive effect on similar facilities already constructed or operating in or near the City.

4. The Commission approves the proposed financing and the proposed form and terms of:

(a) \$4,000,000 Economic Development Revenue Bonds maturing over a period of 10 years from date and bearing interest at the rate of 7.6% per annum proposed to be issued by the City for the purpose of lending the proceeds thereof to the Company for paying costs of such economic development facilities;

(b) Loan Agreement whereby the City lends the bond proceeds to the Company to pay costs of acquisition and construction of such facilities and the repayment of which is upon terms sufficient to retire, and is the source of payment of, the bonds and interest thereon;

(c) Indenture from the City to Lincoln National Bank and Trust Company of Fort Wayne, Fort Wayne, Indiana, as Trustee, securing said bonds;

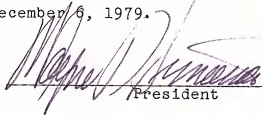
(d) Bond Purchase Contract between the City and the Bond purchasers setting forth the terms and conditions of the sale of the Bonds;

(e) Mortgage and Security Agreement and the Mortgage Note of the Company to the City as security for the Bonds; and

(f) Bond Ordinance authorizing the issuance of such bonds and approving such Loan Agreement, Indenture and Bond Purchase Contract.

5. The Secretary of the Commission is hereby authorized and directed to transmit this resolution and all other instruments and information pertaining to the proposed financing to the Common Council of the City.

Passed and approved December 6, 1979.



President



Secretary

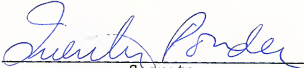
C E R T I F I C A T E

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

I, the undersigned, the duly qualified and acting Secretary of the Fort Wayne Economic Development Commission, do hereby certify that attached is a full, true and correct copy of a resolution entitled "Resolution approving proposed financing of economic development facilities for Genova, Inc.," together with a true and correct copy of excerpts from the minutes of the December 6, 1979 meeting of the Commission insofar as such minutes relate to the adoption of said resolution adopted at such meeting, all as appears in the records of the Commission in my custody as Secretary of the Commission.

I further certify that attached hereto is a true and correct copy of the Waiver of Notice of Special Meeting.

IN WITNESS WHEREOF, I have hereunto subscribed my name this December __, 1979.



Secretary
Fort Wayne Economic Development
Commission

CITY OF FORT WAYNE, INDIANA

MORTGAGE NOTE

\$4,000,000.00

Detroit, Michigan
1, 1979

FOR VALUE RECEIVED, Genova, Inc., a Michigan corporation (the "Company"), promises to pay to the order of the City of Fort Wayne, State of Indiana (the "Issuer"), the principal sum of Four Million Dollars (\$4,000,000.00) payable in consecutive quarterly principal installments of \$25,000 on _____ 1, 19__, _____ 1, 19__, _____ 1, 19__, and _____ 1, 19__; \$100,000 on _____ 1, 19__, _____ 1, 19__, _____ 1, 19__, and _____ 1, 19__; \$125,000 commencing on _____ 1, 19__, and on each _____ 1, _____ 1, _____ 1, and _____ 1 thereafter to and including _____ 1, 19__, with interest on the unpaid principal balance at the rate of seven and six-tenths percent (7.60%) per annum computed on the basis of a year of 360 days consisting of twelve 30-day months, except as the provisions with respect to prepayment may be applicable hereto, such interest thereon to be in an amount sufficient to enable the Issuer to make payment of all interest and late payment penalties becoming due and payable on the City of Fort Wayne Economic Development Revenue Bonds (Genova, Inc. Project), dated as of

December 1, 1979 (the "Bonds"), in the aggregate principal amount of Four Million Dollars (\$4,000,000.00) issued pursuant to Special Ordinance No. _____ adopted by the Issuer on _____, 1979 (the "Ordinance"), which Ordinance and Bonds are incorporated herein by reference and made a part hereof, said interest and principal to be payable in immediately available funds, as follows:

A. The Company shall pay interest on or before each date on which a payment of interest or late payment penalty is due on the Bonds, in an amount equal to the aggregate unpaid interest and late payment penalties due or to become due on the Bonds on such payment date;

B. The Company shall pay principal on or before each date on which a payment of principal is due on the Bonds, whether by acceleration or otherwise, in an amount equal to principal then due or to become due on the Bonds on such payment date, less any moneys then held by the Trustee, other than those applied to payment of interest and late payment penalties on the Bonds as set forth above, which are then being held for the payment of principal on the Bonds under the Indenture or the Loan Agreement dated as of _____ 1, 1979 by and between the Issuer and the Company (the "Loan Agreement").

C. The Company may at any time after _____ 1, 198_ prepay all or any part of the payments required under this Mortgage Note in multiples of \$100,000 which shall be applied to

principal installments in the inverse order of their maturities. In addition, the Company is required to prepay the entire principal balance hereof, together with all accrued and unpaid interest, upon the issuance of a notice of deficiency or similar equivalent notice from the United States Internal Revenue Service to the effect that the interest payable on the Bonds is includable for Federal income tax purposes in the gross income of the holder hereof (other than a person who is a "substantial user" of the Project, as defined in the Ordinance, or a "related person" within the meaning of Section 103(b) of the Internal Revenue Code of 1954, as amended, and the regulations thereunder). Prepayment shall not in any way alter or suspend any obligations of the Company under this Mortgage Note or the Loan Agreement but shall be applied to payment of the Bonds in a manner provided in Article XII of the Loan Agreement.

All payments shall be made at the principal corporate trust office of the Trustee, or any successor Trustee.

If default be made in the payment of any installment due under this Mortgage Note or upon the occurrence of any one or more of the events of default specified in the Loan Agreement, the Issuer then, or at any time thereafter, may give notice to the Company declaring all unpaid amounts then outstanding hereunder or under the Loan Agreement (including all fees), to be due and payable, and thereupon, without further notice or demand, all such

amounts shall become and be immediately due and payable. Failure to exercise this remedy shall not constitute a waiver of the right to exercise the same at any time in the event of any continuing or subsequent default.

All payments hereon shall be applied first to accrued interest and then to principal.

The undersigned waives demand, protest, presentment for payment and notice of nonpayment and agrees to pay all costs of collection when incurred, including reasonable attorneys' fees, and to perform and comply with each of the covenants, conditions, provisions and agreements of the undersigned contained in every instrument evidencing or securing the indebtedness evidenced hereby. No extension of the time for the payment of this Mortgage Note made by agreement with any person now or hereafter liable for the payment of this Mortgage Note shall operate to release, discharge, modify, change or affect the original liability under this Mortgage Note, either in whole or in part, of the undersigned if not a party to such agreement.

This Mortgage Note is issued under and is subject to the terms and conditions of the Loan Agreement, and is secured by a Mortgage and Security Agreement of even date herewith upon certain real and personal property located in the City of Fort Wayne, Allen County, Indiana (the "Mortgage"). All terms, conditions,

rights and provisions set forth in the Loan Agreement and Mortgage are hereby incorporated herein in their entirety.

This Mortgage Note and all instruments securing the same are to be construed according to the laws of the State of Indiana.

GENOVA, INC.

By _____

Its _____

And _____

Its _____

EXHIBIT B

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage") made as of the first day of _____, 1979, between Genova, Inc., a Michigan corporation (the "Company"), whose address is 7034 E. Court Street, Davison, Michigan 48423, and the City of Fort Wayne, State of Indiana, a municipal corporation organized and existing under the laws of the State of Indiana, (the "Issuer"), whose address is _____, Fort Wayne, Indiana, _____.

W I T N E S S E T H :

WHEREAS, pursuant to Indiana Code 18-6-4.5, as amended, the Company and the Issuer have entered into a certain Loan Agreement dated as of _____ 1, 1979 (herein called the "Loan Agreement"), the terms of which are incorporated herein by reference, under which the Issuer has agreed to lend to the Company the sum of \$4,000,000 (herein called the "Loan") and the Company has agreed to repay the Loan, together with interest thereon and also to pay to the Issuer certain expenses and charges; and

WHEREAS, in order to provide the funds with which to make the Loan to the Company, the Issuer has issued contemporaneously herewith its Economic Development Revenue Bonds (Genova, Inc. Project) in the aggregate principal amount of \$4,000,000 (herein called the "Bonds") (the registered owners thereof being herein called the "Bondholders"); and

WHEREAS, as evidence of the Loan, the Company has executed and delivered to the Issuer its Mortgage Note of even date herewith, which Mortgage Note recites that it is secured by this Mortgage, and the Mortgage Note in the principal sum of \$4,000,000 is payable in consecutive quarterly principal installments of \$25,000 on _____ 1, 19____, _____ 1, 19____, _____ 1, 19____, and _____ 1, 19____; \$100,000 on _____ 1, 19____, _____ 1, 19____, _____ 1, 19____, and _____ 1, 19____; \$125,000 commencing on _____ 1, 19____, and on each _____ 1, _____ 1, _____ 1, and _____ 1 thereafter to and including _____ 1, 19____, with interest on the unpaid principal balance at the rate of seven and six-tenths percent (7.60%) per annum computed on the basis of a year of 360 days consisting of twelve 30-day months.

NOW, THEREFORE, to secure payment of the Loan, including but not limited to, payment of the principal of and interest on the Mortgage Note, and to secure the payment of any and all other amounts required to be paid, and the performance of all covenants, agreements and obligations required to be performed by this Mortgage or by the Mortgage Note or the Loan Agreement, and to secure payment of any and all other indebtedness and liabilities of the Company to the Issuer, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising and howsoever evidenced, the Company does by these presents, MORTGAGE AND WARRANT, unto the Issuer, its successors and assigns, the lands, premises and property situate, lying and being near the City of Fort Wayne, in the unincorporated area of Allen County

State of Indiana, which are described in Exhibit A which is attached hereto and is hereby made a part hereof (herein called the "Site");

TOGETHER with all buildings, improvements, facilities and fixtures of every kind and description now located or hereafter erected or placed on the Site, such fixtures to include but not be limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, gas storage tanks, elevators and motors, stoves, ranges, bathtubs, sinks, water closets, basins, cabinets, mantels, refrigerating plant and refrigerators, whether mechanical or otherwise, cooking apparatus and appurtenances, and all furniture and furnishings;

TOGETHER with all building materials and equipment, now or hereafter located on the Site and intended to be incorporated in said building, improvements or facilities;

TOGETHER with all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon the Site or any part thereof and used or usable in connection with any present or future operation of the Site (herein called the "Equipment") and now owned or hereafter acquired by the Company, including but not limited to all heating, lighting, laboratory, medical, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, oxygen,

and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, attached cabinets, partitions, ducts and compressors, and all of the right, title and interest of the Company in and to any equipment which may be subject to any title retention or security interest superior in lien to the lien of this Mortgage. It is understood and agreed that all such equipment is part and parcel of the Site and appropriate to the use thereof and, whether affixed or annexed or not, shall for purpose of this Mortgage, unless the Issuer shall otherwise direct, be deemed conclusively to be real estate and mortgaged hereby; and as to the balance of the property aforesaid, this Mortgage is hereby deemed to be as well a Security Agreement under the provisions of the Uniform Commercial Code for the purpose of creating hereby a security interest in said property, which is hereby granted by Company as debtor to Issuer as secured party, securing the indebtedness hereby secured. The addresses of Company (debtor) and Issuer (secured party) appear at the beginning hereof.

TOGETHER with all easements, rights of way, licenses, and privileges of the Company on, with respect to or relating in any way to the Site and the buildings and improvements and facilities thereon;

TOGETHER with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders thereof; and

TOGETHER with the rents, issues and profits from the site and the buildings and improvements and facilities thereon

under present or future leases, or otherwise, which are hereby specifically assigned, transferred and set over unto the Issuer including all rights conferred under Indiana law.

TO HAVE AND TO HOLD unto the Issuer and its successors and assigns forever. Any reference herein to the "mortgaged premises" shall, unless the context shall require otherwise, be deemed to include and apply to the Site and said buildings, improvements, equipment, fixtures, rents, issues, profits, leases, easements, tenements, hereditaments and appurtenances and all other rights, privileges and interest hereinabove described. Any reference herein to the "mortgage indebtedness" shall be deemed to include and apply to all of the above described indebtedness of the Company to the Issuer secured hereby.

And the Company hereby covenants and warrants as follows:

1. The Company will pay the mortgage indebtedness, including but not limited to the principal of and the interest on the Loan as evidenced by the Mortgage Note, and any and all other amounts due hereunder or under the Mortgage Note or the Loan Agreement, and will fully perform all of its covenants, agreements and obligations herein or in the Mortgage Note or the Loan Agreement required to be performed, all at the times and in the manner provided in this Mortgage, the Mortgage Note and the Loan Agreement.

2. The Company has good and indefeasible title to the entire mortgaged premises in fee simple and with good right and full power to sell, mortgage and convey the same; the

mortgaged premises are free and clear of easements, restrictions, liens, leases and encumbrances, except Permitted Encumbrances (as defined in the Loan Agreement); and the Company will warrant and defend the mortgaged premises against all claims and demands whatsoever. The Issuer shall have the right, at its option and at such time or times as it, in its sole discretion, shall deem necessary, to take whatever action it may deem necessary to defend or uphold the lien of this Mortgage or otherwise enforce any of the rights of the Issuer hereunder or any obligation secured hereby, including without limitation, the right to institute appropriate legal proceedings for such purposes.

3. The Company shall pay, before the same become delinquent or subject to interest or penalties (except to the extent contested in good faith in accordance with the Loan Agreement), all charges, liens and encumbrances which now are or may hereafter become or appear to be a lien upon the mortgaged premises or any part thereof, including but not limited to all ground rents, taxes, assessments, insurance premiums and utility rates, and in default thereof the Issuer may, without demand or notice, pay any such charges or encumbrances, and any such additional sums of money as the Issuer may deem to be necessary for the satisfaction thereof, and the Issuer shall be the sole judge of the legality or validity thereof and of the amounts necessary to be paid in satisfaction thereof.

Nonpayment of any taxes or assessments or any utility rates levied, assessed or imposed upon the mortgaged premises and nonpayment of any premiums for any insurance thereon shall constitute waste, and shall entitle the Issuer to exercise

the remedies afforded by Indiana law.

4. The Company shall not commit or permit to be committed any waste on the Site or to the mortgaged premises and shall keep and maintain all the buildings, improvements and facilities and all other equipment thereon or therein in good repair and fully insured as required by the Loan Agreement and will promptly comply with all laws, ordinances, orders, rules, regulations and requirements of any governmental body applicable to the mortgaged premises. The Issuer may at any time, after notice to the Company, enter or cause entry to be made upon the mortgaged premises and inspect the premises, and if it finds that the Company is in violation of any of the foregoing provisions, the Issuer may, if such violation is not corrected within 10 days after written notice thereof by the Issuer to the Company, enter upon the mortgaged premises and take such actions as may be necessary to correct such violation and pay such sums of money as it shall in its sole discretion determine to be necessary therefor: Provided, however, that if the Company shall fail to make any repair, restoration or replacement which, if begun and continued with due diligence, cannot be completed within a period of 10 days, then such period shall be extended as shall be necessary to enable the Company to complete such repair, restoration or replacement through the exercise of due diligence.

5. The Company will not permit or suffer the use of the mortgaged premises for any purpose other than pursuant to the terms of the Loan Agreement, nor will it permit or suffer any alteration of or addition to any of the buildings, improvements or facilities hereafter acquired or constructed in or upon the Site other than pursuant to the terms of the Loan Agreement,

nor will it pledge, encumber, sell, assign, transfer or otherwise dispose of the mortgaged premises other than pursuant to the terms of the Loan Agreement.

6. The Company shall reimburse the Issuer forthwith upon demand for all sums of money which it shall pay or expend pursuant to the provisions of this Mortgage, including but not limited to those sums of money which it is authorized to pay under Section 6.8 of the Loan Agreement, together with interest upon said amounts until paid from the time of the payment thereof at the aggregate rate of interest and late payment penalties on the Bonds, and all such amounts shall be a further lien on the mortgaged premises and secured by this Mortgage.

7. Upon the occurrence of any event of default specified in the Loan Agreement, or upon default in the performance of any covenant, agreement or obligation of this Mortgage or the Mortgage Note, or if any representation or warranty of the Company contained herein proves to be untrue in any material respect as of the date when made, the Issuer may then or at any time thereafter give notice to the Company declaring all mortgage indebtedness to be due and payable. All mortgage indebtedness then outstanding (including all principal, interest, fees, expenses and other charges) shall thereupon immediately become accelerated and due and payable without further notice or demand. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any time in the event of any continuing or subsequent default.

8. No assignment of the Company's rights under this Mortgage, the Mortgage Note or the Loan Agreement and no forbearances on the part of the Issuer and no extension of

the time for the payment of the debt or performance of the other obligations hereby secured given by the Issuer shall operate to release, discharge, modify, change or affect the original liability of the Company herein either in whole or in part.

9. Upon the occurrence of any of the events referred to above in paragraph 7 which would allow the Issuer to accelerate the maturity date for payment of the mortgage indebtedness, the Issuer is hereby authorized and empowered to exercise the following remedies:

(a) Legal Proceedings: Issuer may enforce its rights hereunder(i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein or within the Loan Agreement, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby, in the Loan Agreement or by law, or (ii) by the foreclosure of this Mortgage.

(b) Appointment of Receiver. Upon the bringing of any suit to foreclose this Mortgage or to enforce any other remedy available hereunder, Issuer shall, as a matter of right, without notice and without giving bond to Company or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Company or the then value of the Mortgaged Premises, to the extent permitted by applicable law, be entitled to have a receiver appointed of all or any part of the Project and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Company hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Project or any part

thereof by force, summary proceedings, ejectment or otherwise, and may remove Company or other persons and any and all property therefrom and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise.

(c) Costs and Expenses of Foreclosure. In any suit to foreclose the lien hereof there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Issuer for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as the items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examination, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Issuer may deem to be reasonably necessary to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Project, all of which expenditures shall become so much additional indebtedness hereby secured and be immediately due and payable with interest thereon at the rate of ___% per annum from the date of expenditure until paid.

(d) Deficiency Decree. If at any foreclosure proceeding the Project shall be sold for a sum less than the total amount of indebtedness for which judgment is therein given, the judgment creditor shall be entitled to the entry of a deficiency decree against Company and against the property of Company for the

amount of such deficiency; and Company does hereby irrevocably consent to the appointment of a receiver for the Project and the property of Company and of the rents, issues and profits thereof after such sale and until such deficiency decree is satisfied in full.

(e) Taking Possession, Collecting Rents, Etc. Upon the happening of any event of default, Company in furtherance of this Mortgage, hereby bargains, sells, assigns and sets over to Issuer all rents, issues and profits of the Project, which, whether before or after foreclosure or during the period of redemption, until the full and complete payment of said indebtedness and performance of all obligations, covenants or agreements hereunder, shall accrue and be owing for the use and occupation of the Project, or of any part thereof. For the purpose aforesaid, Company does hereby constitute and appoint Issuer its attorney in fact, irrevocably in its name, to receive, collect and receipt for all sums due or owing for such use, rents and occupation, as the same may accrue; and out of the amount so collected to pay and discharge all unpaid indebtedness hereby secured. For the purpose aforesaid, Issuer may enter and take possession of the Project and manage and operate the same and take any action which, in Issuer's judgment, is necessary or proper to conserve the value of the Mortgaged Premises. Issuer may also take possession of, and for these purposes use, any and all personal property contained in the Project and used by Company in the rental or leasing thereof or any part thereof. The right to enter and take possession of the Project and use any personal property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, shall be in

addition to all other rights or remedies of Issuer hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expense (including any receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Issuer shall not be liable to account to Company for any action taken pursuant hereto other than to account for any rents actually received by Issuer.

10. Waiver of Appraisalment, Valuation, Etc. Company shall not and will not apply for or avail itself of any appraisalment, valuation, stay, extension, exemption or redemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the sale of the Project, but hereby waives the benefit of such laws. Company for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Project marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Project sold as an entirety.

11. Issuer's Remedies Cumulative - No Waiver. No remedy or right of Issuer shall be exclusive of but shall be cumulative and in addition to every other remedy or right now or hereafter existing at law or in equity or by statute or otherwise. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Issuer.

12. The Company will not voluntarily create or permit to be created against the mortgaged premises any lien, encumbrance, or charge inferior, equal or superior to the lien of this Mortgage, except as otherwise permitted by the Loan Agreement. The Company will comply with the terms set forth in the Loan Agreement relating to liens and encumbrances and except as provided therein will satisfy or discharge any such liens or encumbrances as may be filed or asserted against any of the mortgaged properties within the time and in the manner provided in the Loan Agreement. Default in the performance of the foregoing agreements of the Company shall entitle the Issuer to declare the Loan to be immediately due and payable.

13. This Mortgage shall, as to any equipment and other personal property covered hereby, be deemed to grant a security interest therein pursuant to the Uniform Commercial Code. The Company agrees, upon request of the Issuer to furnish an inventory of personal property owned by the Company and subject to this Mortgage and, upon request by the Issuer, to execute any supplements to this Mortgage, any separate security agreement and any financing statements to include specifically said inventory of personal property. Upon the occurrence of any of the events referred to in Paragraph 7 hereof, the Issuer shall have all of the rights and remedies therein provided or otherwise provided by law or by this Mortgage, including but not limited to the right to require the Company to assemble such personal property and make it available to the Issuer at a place to be designated by the Issuer which is reasonably convenient to both parties, the right to take possession of such personal property with or without demand and with or without process of law and the right to sell and

dispose of the same and distribute the proceeds according to law. The parties hereto agree that any requirement of reasonable notice shall be met if the Issuer sends such notice to the Company at least 10 days prior to the date of sale, disposition or other event giving rise to the required notice, and that the proceeds of any disposition of any of such personal property may be applied by the Issuer first to the reasonable attorneys' fees and legal expenses incurred, and then to payment of the mortgage indebtedness.

14. If any provision hereof is in conflict with any statute or rule of law of the State of Indiana or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Mortgage.

15. In the event any tax shall be due or become due and payable to the United States of America, the State of Indiana or any political subdivision thereof with respect to the execution and delivery or recordation of this Mortgage or the Mortgage Note or other instrument or agreement evidencing or securing repayment of the mortgage indebtedness or the interest of the Company in the mortgaged premises, the Issuer may pay such tax at the time and in the manner required by applicable law and the Company shall hold the Issuer harmless and shall indemnify the Issuer against any liability of any nature whatsoever as a result of the imposition of any such tax.

In the event of the passage after the date of this Mortgage of any law in the State of Indiana deducting from the value of real property for purposes of taxation any lien thereon, or changing in any way the laws now in force for the taxation

of mortgages or debts secured thereby (including the interest thereon) for state or local purposes, or changing the manner of collection of any such taxes, and imposing a tax, either directly or indirectly, on this Mortgage or the Mortgage Note, the holder of this Mortgage shall have the right to declare the entire unpaid amount of the mortgage indebtedness, together with accrued and unpaid interest thereon, to be due and payable on a date to be specified by not less than 30 days' written notice to the Company, provided, however, that such election shall not be effective if the Company is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if the Company, prior to such specified date, makes payment of such tax then due and agrees to pay any such tax when thereafter levied or assessed against the mortgaged premises, this Mortgage or the Mortgage Note.

16. Any part of the mortgaged premises may be released herefrom and from the lien hereof, and other lands, equipment or other property may be made subject to this Mortgage and the lien hereof, only as provided in the Loan Agreement.

17. The covenants herein contained shall run with the land and shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural and the singular, and use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Company has caused these presents to be signed by its duly authorized officials the day and year first above written.

WITNESSES:

GENOVA, INC.

_____ By _____
Its _____

Attest _____
Its _____

(Seal)

STATE OF)
COUNTY OF) SS.

On this _____ day of _____, 1979, before me,
a notary public in and for said county, appeared _____
and _____, to me personally known, who by me
duly sworn, did say that they are the _____ and
_____, respectively, of Genova, Inc., the corpor-
ation named in and which executed the within instrument, and
that the seal affixed to the said instrument is the corporate
seal of said corporation, and that said instrument was signed
and sealed on behalf of the said corporation and that said
_____ and _____ acknowledged
the execution of said instrument to be the free act and deed
of the said corporation.

(Notarial Seal)

Notary Public, _____ County
My Commission Expires:

Prepared by and when recorded
return to:

Deborah B. Cushing
Dickinson, Wright, McKean, Cudlip & Moon
800 First National Building
Detroit, Michigan 48226

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement") made as of the first day of _____, 1979, by and between the CITY OF FORT WAYNE, STATE OF INDIANA, an Indiana municipal corporation organized and existing under and pursuant to the constitution and laws of the State of Indiana, whose post office address is _____, Fort Wayne, Indiana _____ (the "Issuer"), and GENOVA, INC., a Michigan corporation whose address is 7034 East Court Street, Davison, Michigan 48423 (the "Company").

WITNESSETH:

WHEREAS, the Issuer has been authorized by I.C. 18-6-4.5, as amended, to make loans to users and developers (as defined in the Act) for the cost of acquisition, construction or installation of facilities (as defined in the Act); and

WHEREAS, the Company is a user (as defined in the Act); and

WHEREAS, the Company has applied to the Issuer for a Loan (as hereinafter defined) of Four Million Dollars (\$4,000,000) to finance the Project Costs (as hereinafter defined); and

WHEREAS, the Issuer has previously determined that granting the Loan requested by the Company will promote and serve the intended purposes of and in all respects will conform to the provisions and requirements of the Act; and

WHEREAS, the Issuer and the Company desire to set forth the terms and conditions of the Loan;

NOW, THEREFORE, in consideration of the premises and of the covenants and undertakings herein expressed, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

All terms used herein which are defined in the Indenture identified below as it exists on the date of this Agreement shall have the meanings therein set forth, which definitions are by this reference incorporated herein and made a part of this Agreement. In addition to the terms elsewhere defined in this Agreement, the following terms used in this Agreement shall have the following meanings unless the context indicates a different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of any of the terms herein defined:

"Completion Date" means the date of completion of the Project, including completion of construction of a building and improvements as set forth in a completion certificate in substantially the form of attached Exhibit A.

"Indenture" means the Indenture between the Issuer and the Trustee dated as of _____, 1979.

"Loan" means the Loan made pursuant to Section 3.1 of this Agreement.

"Mortgage" means the Mortgage and Security Agreement granted by the Company in the form of attached Exhibit B, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"Mortgage Note" means the Mortgage Note given by the Company pursuant to this Agreement, in the form of attached Exhibit C, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"Permitted Encumbrances" means (i) liens for taxes or assessments or governmental charges or levies not yet due or delinquent, or which can thereafter be paid without penalty, or which are being contested in good faith by proceedings diligently pursued; (ii) unfilled inchoate mechanics' and materialmen's liens for construction work in progress; (iii) workmen's, repairmen's, warehousemen's and carriers' liens and other similar liens, if any, arising in the ordinary course of business; (iv) all of the following, if they do not, in the opinion of the Trustee, upon advice of its legal counsel or professional engineer, individually or in the aggregate materially impair the use of the Project by the Company: any easements, restrictions, mineral, oil, gas and mining rights and reservations, zoning laws and defects in title; (v) any lien for the satisfaction and discharge of which a sum of money deemed adequate by the Trustee is on deposit with the Trustee; (vi) liens created by or resulting from any litigation or other proceeding (including liens arising out of judgments or awards against the Company) with respect to which the Company is in good faith prosecuting an appeal or proceeding for review, if such liens do not in the opinion of counsel for the Trustee individually or in the aggregate materially impair the use of the Project by the Company; (vii) other liens of a nature comparable to those described in clauses (i) through (vi) above which do not in the opinion of the Trustee, upon advice of its legal counsel or professional engineer, individually or in the aggregate materially impair the use of the Project by the Company; (viii) the Mortgage; (ix) the rights of the Trustee under the Indenture; (x) any lien, encumbrance or charge which is subordinate in all respects to the interest of the Issuer, the Trustee and the Bondholders, except any such lien, encumbrance or charge to secure the payment of money borrowed by the Company; and (xi) any other lien, encumbrance or charge acceptable to the Trustee; provided that no lien, encumbrance or charge of any kind, whether or not of a type described in subsection (i) through (xi) above shall be a Permitted Encumbrance unless approved in writing by the Trustee.

"Plans" means the plans and specifications for the Project identified as _____, as the same may be revised from time to time in accordance with Section 5.2 hereof.

"Project" means the land described in attached Exhibit D and the buildings, other improvements and machinery and equipment to be constructed or installed on the land, all as more fully described in attached Exhibit E.

"Project Costs" means all costs, fees and expenses set forth in attached Exhibit F and such other costs, fees and expenses which are both permitted to be paid from proceeds of the Bonds under the Act (other than interest on bonds after the Completion Date) and approved by the Trustee.

"Requisition Certificate" means a certificate in the form of attached Exhibit G.

"Ordinance" means "Special Ordinance No. S-11-79-33" authorizing the issuance of City of Fort Wayne Economic Development Revenue Bonds (Genova, Inc. Project) adopted by the Issuer on _____, 1979, as the same may be amended, modified or supplemented in accordance with the terms hereof.

ARTICLE II
REPRESENTATIONS

Section 2.1 Representations by the Company. The Company makes the following representations and warranties:

(a) The Company is a corporation duly organized, existing and in good standing under the laws of the State of Michigan and is duly qualified to do business and is in good standing in the State of Indiana.

(b) The execution, delivery and performance of this Agreement, the Mortgage and Mortgage Note are within its corporate powers, have been duly authorized, and are not in contravention of law or of the Company's Articles of Incorporation or By-Laws, or any undertaking to which the Company is a party or by which it is bound.

(c) This Agreement, the Mortgage and Mortgage Note are valid, binding and enforceable in accordance with their terms.

(d) No litigation or governmental proceeding is pending or, to the knowledge of the officers of the Company, threatened against the Company, which could have a material adverse effect on its financial condition or business, its power to borrow or repay the Loan or the authority or incumbency of its officers or directors.

(e) The financing, acquisition and completion of the Project as provided under this Agreement, and commitments therefor made by the Issuer (i) have induced the Company to determine to locate the Project in the State of Indiana, and particularly, near the Issuer in the unincorporated County of Allen, and (ii) will promote diversification of economic development and job opportunities in and for the Issuer by the development of an additional commercial site.

(f) The Company intends to cause the Project to operate at all times during the term of the Loan as a warehouse and distribution facility which qualifies as an economic development facility defined in the Act.

(g) The Project will be constructed in such manner as to conform with all applicable zoning, planning, building and other regulations of governmental authorities having jurisdiction of the Project; all necessary utilities are available to the Project; and the Company has obtained all requisite zoning, planning, building, environmental and other permits necessary for the construction of and the use contemplated for the Project.

(h) The audited financial statements of the Company for the fiscal years ended October 2, 1976, October 1, 1977 and September 30, 1978, which have been furnished to the Issuer, the Trustee and the Fort Wayne Economic Development Commission, are complete and accurate in all respects and present fairly the financial condition of the Company as of such date and the results of its operations for the period covered thereby, in accordance with generally accepted accounting principles and since June 30, 1979 there has not been any material adverse change, financial or otherwise, in the condition of the Company or in the results of its operations, and there have not been any material transactions entered into by the Company other than transactions in the ordinary course of business.

(i) The Company and its consolidated subsidiaries, if any, taken as a whole, do not have any material contingent obligations which are not disclosed in its most recent financial statement referred to in Section 2.1(h) hereof.

(j) Except for the Bonds, no industrial development bonds as defined in Section 103(b) of the Internal Revenue Code of 1954, as amended, have been issued by any state, political subdivision, district, public body, agency, authority, commission or instrumentality, the proceeds of which have been or will be used with respect to facilities located within the legal boundaries of the Issuer, the principal user of which is the Company or a related person, as defined in Section 103(b)(6)(c) of the Internal Revenue Code of 1954, as amended.

(k) The Project constitutes land or property of a character subject to the allowance for depreciation provided by the Internal Revenue Code of 1954, as amended, and all of the proceeds of the Bonds are being used for Project Costs.

(l) The Company has heretofore supplied the Issuer estimates of the aggregate cost of the Project, the Completion Date and periods of usefulness of the Project. The Company hereby warrants that such estimates were made in good faith and are fair, reasonable and realistic.

(m) All Project Costs have been paid or incurred after passage of the Inducement Resolution dated July 5, 1979.

Section 2.2 Representations of the Issuer. The Issuer makes the following representations:

(a) The Issuer is a municipal corporation organized and existing under the laws of the State of Indiana.

(b) All of the proceedings approving this Agreement, the Ordinance and the Indenture were conducted by the Issuer at meetings which complied with Indiana law.

ARTICLE III

LOAN AND REPAYMENT

Section 3.1 The Loan. Concurrently with the issuance and delivery of the Bonds, the Issuer shall make the Loan to the Company in the aggregate principal amount of Four Million Dollars (\$4,000,000), all the proceeds of which shall be immediately deposited with the Trustee in the Construction Fund to be used by the Company to pay the Project Costs in accordance with the terms hereof. The Loan shall be evidenced by the Mortgage Note.

Section 3.2 Loan Repayments. Principal and interest shall be payable on the Loan in amounts sufficient to enable the Trustee to make payment of corresponding items owing on the Bonds as and when the same become due, and shall be paid by the Company to the Trustee, in immediately available funds, for the Bond Fund on or before each date on which a payment of principal or interest is due on the Bonds, whether by acceleration or otherwise, as follows:

(a) The Company shall pay interest on the Loan in an amount equal to interest and late payment penalties due on the Bonds on the next Bond payment date for which payment is being made.

(b) The Company shall pay principal on the Loan in an amount equal to principal then due on the Bonds less any moneys then held by the Trustee in the Bond Fund, other than those applied to payment of interest and late payment penalties on the Bonds as set forth above, which are then being held for application to the payment of principal on the Bonds in accordance with the terms of this Agreement.

The Company may not prepay all or any part of the quarterly Loan payments required under this Section until _____, 198_. The Company is required to prepay the Loan, and all interest thereon in its entirety upon the issuance of a notice of deficiency or similar equivalent notice from the United States Internal Revenue Service to the effect that the interest payable on the Bonds is includable for Federal income tax purposes in the gross income of any holder thereof (other than a person who is a "substantial user" of the Project or a "related person" within the meaning of Section 103(b) of the Internal Revenue Code of 1954, as amended, and the regulations thereunder). Prepayments shall be deposited in the Bond Fund to be used to make prepayments on the Bonds as and when permitted under the Ordinance and in the manner provided in Article XII hereof.

Section 3.3 Payment of Fees and Expenses. The Company shall pay a one-time issuance fee of _____ to the Issuer prior to or contemporaneously with the making of the Loan. In addition, the Company shall pay, within 10 days of demand therefor: (a) all costs and expenses incidental to the issuance of the Bonds and the making of the Loan, to the extent not payable as Project Costs, (b) the reasonable fees and expenses of the Trustee in connection with the performance of its duties under the Ordinance, the Indenture and this Agreement and (c) the reasonable expenses of the Issuer, the Bondholders, and the Trustee related to the Project, or incurred by the Issuer or the Trustee in enforcing the provisions of this Agreement or the Indenture.

Section 3.4 Unconditional Covenant to Pay. So long as the Bonds are not fully paid or so long as any payments required by Section 3.3 of this Agreement have not been paid by the Company, the obligation of the Company to pay the Loan and such other amounts shall be a general obligation of the Company, absolute and unconditional, and shall not be abated, rebated, set off, reduced, abrogated, waived, diminished or otherwise modified in any manner or to any extent whatsoever, regardless of any rights of setoff, recoupment or counterclaim that the Company might otherwise have against the Issuer, the Trustee or the Bondholders or any other party or parties and regardless of any contingency, act of God, event or cause whatsoever and notwithstanding any circumstance or occurrence that may hereafter arise or take place.

Section 3.5 Investment of Construction Fund and Bond Fund Moneys. Any moneys held in the Construction Fund or Bond Fund shall be invested by the Trustee in accordance with Section 601 of the Indenture. The Company and the Issuer shall make no use of the proceeds of the Bonds, or any other funds which may be deemed to be proceeds of the Bonds pursuant to Section 103(c) of the Internal Revenue Code of 1954, as amended, and the applicable regulations thereunder, which, if such use had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be "arbitrage bonds" within the meaning of such Section and such regulations, and will comply with the requirements of such Section and such regulations through the term of the Bonds.

ARTICLE IV

SECURITY FOR LOAN

Section 4.1 Mortgage and Title Insurance. Prior to disbursement of the Loan, the Company shall authorize, execute, deliver and cause to be recorded the Mortgage to secure payment of the Mortgage Note and the payment and performance by the Company of its obligations under this Agreement and the Mortgage. The Mortgage shall grant to the Issuer a first mortgage lien and a security interest in the Project, subject only to Permitted Encumbrances.

At the time of making of the Loan, the Company shall have delivered to the Trustee (a) policies of mortgage title insurance in the amount of \$4,000,000, without

standard exceptions, issued by a title insurance company satisfactory to the Issuer and the Trustee in the form of the American Land Title Association Standard Loan Policy, 1970, insuring the lien of the Mortgage on the Project subject only to Permitted Encumbrances and naming the Issuer and the Trustee as insured parties, and (b) a survey of the land described in attached Exhibit D certified in favor of the Issuer, Trustee and the issuer of the policies of mortgage title insurance, in form and detail acceptable to the Trustee .

ARTICLE V

CONSTRUCTION OF THE PROJECT

Section 5.1 Construction Fund Disbursements. Unless an event of default specified in Section 10.1 hereof has occurred and is continuing, the Trustee shall disburse to or for the benefit of the Company out of the Construction Fund the lesser of (a) the Project Costs paid or incurred by the Company, or (b) the Loan proceeds deposited in the Construction Fund and Investment Income thereon not applied on the Bonds in accordance with Sections 3.2(a) and 5.4 hereof. Such disbursements shall be paid from time to time to pay Project Costs incurred by the Company, so long as there are moneys in the Construction Fund, upon presentation of an executed Requisition Certificate. No Investment Income shall be disbursed except for the purposes described in Section 3.2(a) hereof until all Loan proceeds have been disbursed. The Trustee shall be allowed a reasonable time to make any disbursement hereunder in order to verify the information set forth in the Requisition Certificate.

At any time requested by the Trustee, the Company shall deliver or cause to be delivered to the Trustee, with the Requisition Certificate, such architect's certificates, general contractor's certificates, sworn statements and waivers of lien, sales receipts, surveys and title insurance coverage as may be specified by the Trustee in accordance with customary practices for construction financing. The Company shall permit the Trustee or its authorized agents upon request, to audit the records of the Company relating to the Project Costs.

Any machinery or equipment which constitute a portion of the Project and which are acquired from a company affiliated in any way with the Company shall, if requested by the Trustee, be appraised by an independent appraiser satisfactory to the Trustee to establish the amount to be paid by the Trustee therefor.

Section 5.2 Obligation of the Company to Complete the Project and to Pay Costs in Event Construction Fund Insufficient. The Company hereby agrees to complete the Project on or before _____ substantially in accordance with the Plans. Prior to the making of the Loan, the Company shall deliver to the Trustee copies of the Plans. Thereafter, the Company shall make available to the Issuer and the Trustee such other information concerning the Project as either of them may reasonably request. The Company may revise the Plans, provided, however, that the Project shall not be materially altered in scope, character, value or operation without the prior written consent of the Issuer and the Trustee, and provided, further, that the expenditure of moneys for the Project as modified is permitted by the Act and will not impair the exemption of interest on the Bonds from Federal income taxation. The Company shall provide the Trustee with all revisions of the Plans and upon request of the Trustee with opinions of professional engineers, architects and legal counsel as to the conformity of such revisions with the requirements of this Section.

In the event the moneys in the Construction Fund are insufficient to complete the Project and to pay all costs, fees and expenses in connection therewith and the issuance of the Bonds, the Company nevertheless agrees to complete the

Project on or before the date and in the manner specified above, and promptly to pay all such costs, fees and expenses. The Issuer does not make any warranty, either express or implied, that the moneys which will be paid into the Construction Fund will be sufficient to pay the entire amount of such costs, fees and expenses of the Project. The Company shall not be entitled to any reimbursement from the Issuer, the Trustee, or the Bondholders on account of its payment of any such excess costs, fees and expenses, nor shall it be entitled to any diminution in or postponement of any payment required hereunder or under the Mortgage Note.

Section 5.3 Remedies Against Third Parties. The Company shall promptly and vigorously pursue all remedies against third parties on account of breaches of material obligations under any contracts or other undertakings relating to the Project. In the event the Company fails to do so, the Issuer (and the Trustee on behalf of the Bondholders as assignees of rights of the Issuer under the Indenture) may pursue any of such remedies either in its own name or in the name of the Company and the costs, fees and expenses in connection therewith shall be payable to the Issuer by the Company upon demand. In furtherance of such right, the Company hereby assigns to the Issuer all of its rights, title and interest in and to each contract and undertaking relating to the Project, provided such assignment shall not constitute an assumption by the Issuer of the obligations and burdens upon the Company under such contracts and undertakings.

Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery, shall, if recovered prior to the Completion Date, be paid into the Construction Fund for disbursement therefrom for any of the purposes listed in Section 5.1 hereof, or (ii) if recovered after the Completion Date, be deposited into the Bond Fund to be applied to payment of the Bonds in the manner provided in Article XII hereof.

Section 5.4 Certificate as to Completion. The Completion Date of the Project and the payment of all Project Costs shall be evidenced to the Trustee and the Issuer by a completion certificate signed by the Company substantially in the form attached hereto as Exhibit A. Moneys (including Investment Income) remaining in the Construction Fund on the date of such certificate may be used, at the direction of the Company, to the extent indicated, for one or more of the following purposes:

(1) for the payment, in accordance with the provisions of this Agreement and the Completion Certificate, of any Project Costs not then paid, as specified in the above-mentioned certificate; or

(2) for transfer to the Bond Fund to be applied to payment of principal on the Bonds in the manner provided in Article XII hereof, but only if, and to the extent that, the Trustee has been furnished with an opinion of nationally recognized bond counsel that such transfer is lawful under the Act and does not adversely affect the exemption from federal income taxes of interest on the Bonds.

Any moneys (including Investment Income) remaining in the Construction Fund on the date of the aforesaid certificate and not set aside for the payment of Project Costs as specified in (1) above or transferred to the Bond Fund pursuant to (2) above shall on such date be placed by the Trustee in a separate escrow account and used to prepay all or part of the Bonds at the earliest possible date or dates: provided that, until so used such moneys may also be used, at the direction of the Company, for one or more of the following purposes:

(a) to pay all or part of the principal of and interest on the Bonds coming due on or before such date or dates; or

(b) for the payment of costs of any improvements to the Project.

provided that, no moneys on deposit in such escrow account may be used for any of the purposes specified in this paragraph (including the prepayment of the Bonds) unless and until the Trustee has been furnished with an opinion of nationally recognized bond counsel to the effect that such use is lawful under the Act and does not adversely affect the exemption from federal income taxes of interest on the Bonds; and provided further that, until used for one or more of the foregoing purposes, moneys on deposit in such escrow account may be invested in investments authorized by Section 3.5 of this Loan Agreement, but may not be invested to produce a yield on such moneys (computed from the Completion Date and taking into account any investment of such moneys during the period from the Completion Date until such moneys were deposited in such escrow account) greater than the yield on the Bonds from which such proceeds were derived, all as such terms are used in and determined in accordance with Section 103(c) of the Internal Revenue Code of 1954, as amended, and regulations promulgated or proposed thereunder.

ARTICLE VI

USE OF PROJECT, TAXES AND OTHER CHARGES ADMINISTRATIVE FEES, INSURANCE, INDEMNIFICATION

Section 6.1 Use of Project. The Company shall use and occupy the Project during the term of this Agreement principally for commercial purposes as a warehouse and distribution facility. The Company does not know of any reason why the Project will not be so used and occupied by it in the absence of supervening circumstances not now anticipated by it or beyond its control. Notwithstanding the foregoing, the Company shall have the right to use the Project during the term of this Agreement for any lawful purpose which will not affect the validity of the Bonds or impair the exemption of interest on the Bonds from Federal income taxation. The failure of the Company to use and occupy the Project for its intended purposes shall not in any way abate or reduce the obligation of the Company to repay the Loan under the provisions of this Agreement, and shall not be deemed a default under this Agreement in any respect as long as such alternative use is caused by supervening circumstances not now anticipated, and does not affect the validity of the Bonds or impair the exemption of interest on the Bonds from Federal income taxation.

Section 6.2 Maintenance and Modifications of Project by Company. The Company agrees that it will keep the Project in good repair and good operating condition at its own cost.

The Company shall, upon the written consent of the Issuer and the Trustee (which shall not be unreasonably withheld), have the privilege of remodeling the Project or making additions, modifications and improvements to the Project from time to time as the Company, in its discretion, may deem to be desirable, the cost of which shall be paid by the Company and the same shall be a part of the Project.

Section 6.3 Taxes and Other Charges. The Company shall pay, promptly as the same become due and payable, every lawful cost, expense and obligation of every kind and nature, foreseen or unforeseen, for the payment of which the Issuer or the Company are or shall become liable by reason of its or their estate or interest in the Project or any portion thereof, by reason of any right or interest of the Issuer or the Company in or under this Agreement, or by reason of or in any manner connected with or arising out of the construction, possession, operation, maintenance, alteration, repair, rebuilding, use or occupancy of the Project or any portion thereof, including, without limitation, all taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project or any machinery, equipment or other property installed or brought by the Company therein or thereon (including, without limiting the generality of the foregoing, any taxes levied upon or with respect to the receipts,

income or profits of the Issuer from the Project, all building permit fees and all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project); provided, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Company shall be obligated to pay only such installments as they fall due.

The Company may, at its expense and in its own name, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Trustee shall notify the Company that, in the opinion of its legal counsel, by nonpayment of any such items the liens created by the Mortgage will be materially endangered or the Project or any part thereof may be subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid promptly. The Trustee, upon being indemnified to its reasonable satisfaction, shall cooperate fully with the Company in any such contest.

The Company shall furnish to the Trustee promptly upon request proof of the payment of any such tax, assessment or other governmental or similar charge, or any other charge which is payable by the Company as set forth above.

Section 6.4 Hazard Insurance. The Company shall from the date hereof continuously insure the Project with insurance carriers satisfactory to the Trustee against such risks and in such amounts as are customarily insured against by businesses of like size and type including but not limited to loss or damage by fire, with standard extended coverage, vandalism and malicious mischief endorsements. Without limiting the foregoing, such insurance for loss or damage to the Project shall be at all times in an amount equal to or exceeding the full insurable value of the Project, recognizing that portions of the Project may not be exposed to the aforesaid risks. In addition, until the Completion Date, the Company shall carry or cause the contractor or contractors for the Project to carry builder's risk insurance of such character, with such companies and in such amounts as shall be satisfactory to the Issuer and the Trustee. Each insurance policy required under this Section shall make losses, if any, payable to the Company and the Trustee as their respective interests may appear, under the usual standard non-contributory form of Mortgagee's loss payable clause. The net proceeds shall be applied as provided in Section 7 hereof.

Section 6.5 Public Liability Insurance. The Company shall from the date hereof continuously carry public liability insurance on the Project in a manner and with companies satisfactory to the Issuer and the Trustee, on a single limit of liability basis in an amount not less than \$_____ for each occurrence of bodily injury or death and \$_____ for each occurrence of property damage. The Trustee under the usual standard non-contributory form of Mortgagee's loss payable clause shall be named an additional insured under such policies.

Section 6.6 Worker's Compensation Insurance. The Company shall from the date hereof continuously maintain worker's compensation coverage or cause the same to be maintained. In lieu thereof, the Company may maintain a program of self-insurance complying with the requirements of the appropriate statutes of the State of Indiana.

Section 6.7 Insurance - General. Each insurance policy required by this Agreement shall contain a provision to the effect that the insurance company shall not cancel or decline to renew the same without first giving written notice thereof to the Issuer and the Trustee at least thirty days in advance of such cancellation or policy expiration date. The Company shall deliver to the Issuer and Trustee duplicate copies or certificates of insurance pertaining to each such policy of insurance procured by the Company and agrees to keep such duplicate copies or certificates up-to-date.

Section 6.8 Advances. In the event that Company shall fail to pay any of the taxes or charges required under Section 6.3 hereof when due, maintain the insurance

coverage required by Sections 6.4, 6.5 and 6.6 hereof or shall fail to keep the Project in good repair and operating condition under Section 6.2 hereof, the Issuer or the Trustee may, but shall be under no obligation to, pay such charges, take out such policies of insurance, or make such repairs or replacements as are necessary and provide for payment thereof; and all such amounts so advanced therefor by the Issuer or the Trustee shall become an additional obligation of the Company to the one making the advancement, payable on demand together with interest thereon and late payment penalties at the rate set forth in the Bonds from the date of the advancement until paid.

Section 6.9 Indemnity. The Company shall indemnify and save the Issuer and the Trustee harmless against and from all claims by or on behalf of any Person arising from the Company's acquisition or ownership of the Project, the issuance of the Bonds, or the making of the Loan including but not limited to: (a) any condition of the Project; (b) any breach or default on the part of Company in the performance of any of its obligations under this Agreement; (c) any act or negligence of the Company or of its agents, contractors, servants, employees, or licensees, or (d) any accident, injury or death of any person or damage to any property occurring in or about the Project. The Company shall indemnify and save the Issuer and the Trustee harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid, or in connection with any action or proceeding brought thereon, and upon notice from the Issuer or the Trustee, the Company shall defend either or both of them in any such action or proceeding.

In addition to the foregoing and notwithstanding anything contained in this Agreement or in the Indenture which might be construed to the contrary, the Company covenants and agrees to indemnify and save the Issuer harmless with respect to any liability resulting from the performance or non-performance by the Issuer, the Company or the Trustee of any covenant herein, in the Ordinance or in the Indenture.

The Company shall indemnify and save the Trustee harmless against and from all losses, liability or damages incurred by the Trustee in the exercise and performance of any of the Trustee's powers and duties under this Agreement, the Ordinance and the Indenture.

ARTICLE VII

DAMAGE, DESTRUCTION AND CONDEMNATION

In the event (i) the Project or any part thereof is damaged or destroyed, or (ii) title to or temporary use of the Project or any part thereof is taken in condemnation or by the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Company shall promptly give written notice thereof to the Issuer and the Trustee. As soon as practicable, but not later than 30 days after such damage or condemnation, the Company shall notify the Issuer and the Trustee in writing of its election either to restore the Project or to repay the Loan. The Company may elect to restore the Project only if the available insurance proceeds, together with other funds then available to the Company, in the opinion of the Trustee, are sufficient to complete total restoration. On the basis of such election the Trustee shall deposit insurance or condemnation proceeds in either the Construction Fund, which shall be reactivated, or the Bond Fund.

If the Company shall elect to restore the Project, it shall proceed to do so with reasonable dispatch and the Trustee will, upon delivery to the Trustee of a certificate satisfactory to it, signed by an appropriate officer of the Company and approved by the Trustee setting forth the costs theretofore incurred or paid, and provided no event of default specified in Section 10.1 hereof has occurred and is

continuing, apply so much as may be necessary of the net proceeds of such insurance to payment or reimbursement of the costs of such repair, rebuilding or restoration, either on completion thereof or as the work progresses. In the event said net proceeds are not sufficient to pay in full the costs of such repair, rebuilding or restoration, the Company will nonetheless complete the work thereof and will pay the cost thereof in excess of the amount of said net proceeds. The Company shall not, by reason of the payment of such excess costs, be entitled to any reimbursement from the Issuer or any diminution in or postponement of any obligation hereunder or under the Mortgage Note. Any balance of such net proceeds remaining in the Construction Fund after providing for or making payment of all costs of such repair, rebuilding or restoration shall be deposited in the Bond Fund and applied to payment of the Bonds in the manner provided in Article XII hereof.

ARTICLE VIII

SPECIAL COVENANTS

Section 8.1 Compliance with Laws. The Company shall, throughout the term of this Agreement and at no expense to the Issuer, promptly comply or cause compliance with all laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities which may be applicable to the Project or to the repair and alteration thereof, or to the use or manner of use of the Project.

Section 8.2 Right of Access to the Project. The Company agrees that the Issuer and the Trustee and their respective duly authorized agents shall have the right at all reasonable times to inspect and make copies of the books and records of the Company relating in any way to the Project and to enter upon the Project and examine and inspect the same.

Section 8.3 Company to Maintain its Corporate Existence. The Company agrees that it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation without the prior written consent of the Trustee.

Section 8.4 Qualification. The Company warrants that it is and throughout the term hereof will continue to be duly qualified to do business in the State in which the Project is located.

Section 8.5 Granting Easements. Provided the same do not impair use of the Project for its intended purposes, the Company with the consent of the Trustee from time to time may grant easements, licenses, rights-of-way and other rights or privileges in the nature of easements with respect to the land, as described in attached Exhibit E, or release existing easements, licenses, rights-of-way and other rights or privileges with or without consideration. Any moneys received by the Company pursuant to this Section 8.5 shall be deposited in the Bond Fund and applied to payment of the Bonds in the manner provided in Article XII hereof.

Section 8.6 Liens. The Company shall not create or permit the creation of any lien, encumbrance or charge upon the Project or any part thereof, other than a Permitted Encumbrance. The Company may in good faith contest any lien, encumbrance or charge and may permit any such lien, encumbrance or charge to remain unsatisfied during the period of such contest, and the appeal therefrom, unless, in the opinion of the legal counsel to the Trustee, by such action title of the Company to any material portion of the Project or the lien of the mortgage shall be endangered or the Project or any material part thereof shall become subject to imminent loss or forfeiture, in which event such lien, encumbrance or charge shall be promptly paid by the Company.

Section 8.7 Covenant as to Non-Impairment of Tax-Exempt Status. The Company covenants that, notwithstanding any provision of this Agreement or the rights of the Company hereunder, it will not take, or permit to be taken on its behalf, any action which would impair the exemption of interest on the Bonds from federal income taxation, and that it will take such reasonable action as may be necessary to continue such exemption, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exemption.

Section 8.8 Opinion of Counsel. The Company will on or before December 31 of each year commencing December 31, 1980 cause to be delivered to the Issuer and Trustee an opinion of counsel acceptable to the Trustee that this Agreement, the Mortgage, the Indenture and all financing statements, continuation statements, notices and other instruments prescribed by applicable law adequately describe the Project as such Project may have been modified and have been recorded or filed in such manner and in such places required by law in order fully to preserve and protect, for the annual period succeeding the aforesaid date, the rights of the Issuer and the Trustee in the Project, the Mortgage, the Indenture, this Agreement and all revenues derived therefrom. The Company and the Issuer (subject to the prior consent of the Trustee if required) shall take all action necessary, including executing and filing financing statements and continuation statements and executing supplements to this Agreement, the Mortgage, the Indenture and other instruments, as may be necessary for counsel to render the required opinion.

Section 8.9 Tax Exempt Status of the Bonds. The Issuer covenants that it shall, prior to the issuance of the Bonds, duly elect to have the provisions of Section 103(b)(6)(D) of the Code apply to such issue and such election shall be made in accordance with the applicable regulations or procedures of the Internal Revenue Service. The Company covenants that it shall furnish to the Issuer whatever information is necessary for the Issuer to make such election and shall file such supplemental statements and other information as are required by the applicable regulations or procedures of the Internal Revenue Service.

The Company covenants that (i) neither the Company nor any person related to the Company within the meaning of Section 103(b)(6)(C) of the Code (a "Related Person") owns or operates a facility or a plant in any political subdivision having a common border with the unincorporated area of Allen County, Indiana (a "Contiguous Political Subdivision"); (ii) the proceeds of the Bonds are to be used with respect to facilities to be located in the County of Allen; (iii) that the Company or its subsidiary will be the principal user of the facilities to be acquired and constructed with the proceeds of the Bonds within the meaning of Section 103(b)(6) of the Code; (iv) that there are no outstanding obligations of any state, territory or possession of the United States, or any political subdivision of the foregoing or of the District of Columbia constitute "exempt small issues" within the meaning of Section 1.103-10 of the Internal Revenue Service Rules and Regulations, Federal Register Vol. 37, No. 150, the proceeds of which have been or are to be used primarily with respect to facilities located in the unincorporated area of Allen County, Indiana or in any Contiguous Political Subdivision, and which are to be used primarily by the Company or any Related Person other than the Bonds; and (v) no research and development costs relating to the Project have been or will be incurred at any location other than the Project.

The Company further covenants that it does not presently intend to make any capital expenditures which will cause the interest on the Bonds to become subject to federal income taxes pursuant to the provisions of Section 103(b) of the Code so long as any of the Bonds are outstanding under the Indenture. The Company further covenants that it will not take any action (other than making the aforesaid capital expenditures) nor permit any action to be taken which would cause the interest on the Bonds to become subject to federal income taxes, provided, that the Company shall not have violated this covenant if the interest on any of the Bonds becomes taxable to a person who is a substantial user of the Project or a Related Person pursuant to the provisions of Section 103(b)(8) of the Code.

The Company further covenants that it shall furnish to the Issuer and the Trustee (i) at the time of the issuance of the Bonds, a statement of the aggregate amount of expenditures made or incurred in the unincorporated area of Allen County, Indiana or in any Contiguous Political Subdivision with respect to property used by the Company or any Related Person and which could, under any rule of the Code, be capitalized for federal income tax purposes ("Included Capital Expenditures"), during the period beginning three years before the date of such issue, (ii) within 90 days following the close of each fiscal year of the Company occurring within two years after the issuance of the Company occurring within two years after the issuance of the Bonds, a statement of the aggregate amount of Included Capital Expenditures made or incurred in the unincorporated area of Allen County during the period beginning with the date of the last statement filed with the Trustee and ending on the last day of the preceding fiscal year, (iii) within 90 days following the third anniversary date of the issuance of the Bonds, a statement of the aggregate amount of Included Capital Expenditures made or incurred in the unincorporated area of Allen County during the period beginning with the date of the last statement filed with the Trustee and ending on such anniversary date and (iv) within 30 days after it has made or incurred the maximum amount of capital expenditures permitted under Section 103(b)a statement to that effect. Each such statement shall set forth (A) a description of those capital expenditures which are capital expenditures under Section 103(b)(6)(D) and shall take into account facilities referred to in Section 103(b)(6)(E) in computing such capital expenditures and (B) a description, and the reason for the exclusion, of any capital expenditures which the Company has not taken into account under Section 103(b)(6)(F) of the Code. This covenant shall survive the termination of this Loan Agreement.

ARTICLE IX

ASSIGNMENT, LEASING, EQUIPMENT

Section 9.1 Transfer, Assignment and Leasing. The Company may not pledge, encumber, sell, assign, transfer or otherwise dispose of its rights or obligations under this Agreement or in and to the Project, except as shall be permitted in this Agreement or consented to by the Trustee in writing. The Company may lease the whole or any part of the Project, with the prior written consent of the Trustee, which consent will not be unreasonably withheld if the use of the Project by the lessee will not affect the validity of the Bonds under the Act, impair the security for the Loan or impair the exemption of interest on the Bond from Federal income taxation; provided, however, that the Company shall nevertheless remain primarily liable to the Issuer for payment of the Loan, fees of the Issuer and other sums payable by it hereunder and for the full performance of all other covenants and conditions set forth herein.

Section 9.2 Installation of Company's Own Machinery and Equipment. In addition to the Project, the Company may from time to time, in its sole discretion and at its own expense, install additional movable personal property, machinery, equipment, furniture or fixtures on or in the Project. All such property so installed by the Company and not constituting a fixture shall remain the sole property of the Company, may be modified or removed at any time while the Company is not in default hereunder and shall not be subject to the lien of the Mortgage. Nothing contained in the preceding provisions of this Section shall prevent the Company from purchasing, after delivery of the Mortgage, any such property on conditional sale contract or lease sale contract, or subject to vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof; provided no such lien or security interest shall attach to any part of the Project. The Company agrees to repair any damage to the Project caused by removal of such property and to pay as due the purchase price of, and all costs and expenses with respect to, the acquisition, installation and removal of any such property installed or removed pursuant to this Section.

Section 9.3 Substitution and Removal of Machinery and Equipment. The Company shall not remove any portion of the Project from the site described in Exhibit D attached hereto without the written consent of the Trustee, provided, however, the Company shall have the privilege of removing any machinery or equipment upon substituting therefor property of like nature having a fair market value of not less than the removed property, provided further that the machinery and equipment so substituted shall be machinery and equipment free and clear of any liens or security interest except liens created by the Mortgage, and provided that such substitution shall not impair the exemption of interest on the Bonds from Federal income taxation. Any such substituted machinery and equipment shall be identified in writing by the Company to the Trustee and shall become a part of the Project and be included under the terms of this Agreement. The Trustee, at the request of the Company, shall permit the sale of any machinery and equipment comprising a portion of the Project without substitution therefor so long as the removal of such machinery and equipment from the Project will not adversely alter the scope, character or operation of the Project and the Company shall pay into the Bond Fund for payment on the Bonds in the manner provided in Article XII hereof the greater of (a) the proceeds from such sale or (b) the fair market value of such machinery and equipment or (c) an amount equal to the original disbursement from the Construction Fund for such machinery and equipment less depreciation calculated on a straight-line basis for the useful life of such machinery and equipment. Upon such payment, the purchased machinery and equipment shall be free and clear of any claims of the Issuer or the Trustee. Fair market value for purposes of this Section 9.3 shall be the value agreed upon by the Company and the Trustee or if no value can be agreed upon then as determined by an independent appraiser selected by the Trustee and paid by the Company.

The Issuer and the Company agree to execute and deliver such documents (if any) as the Issuer, Company or Trustee may reasonably request in connection with any action taken by the Issuer or Company under this Section. The Company agrees to repair any damage to the Project caused by removal of such property and to pay as due the purchase price of, and all costs and expenses with respect to, the acquisition, installation and removal of any such property installed or removed pursuant to this Section.

Section 9.4 Reports. The Company shall, within one hundred twenty days after the close of its fiscal year, cause to be prepared and filed with the Trustee a balance sheet as of the end of such fiscal year and a statement of income and expenses for such fiscal year of the Company, certified by an independent certified public accountant acceptable to Trustee, and prepared in accordance with generally accepted accounting principles consistently applied.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default. The following shall be events of default under this Agreement and the terms "event of default" or "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the Company to make any interest or principal payment on the Mortgage Note when due, by acceleration or otherwise, or to make when due any other payment required to be paid by the Company hereunder or under the Mortgage Note or Mortgage.

(b) Failure by the Company to observe and perform any other covenant, condition, undertaking or agreement to be observed or performed on its part herein or in the Mortgage, Mortgage Note or any other related or collateral documents for a period of fifteen days after written notice specifying such failure and requesting that it be remedied, shall have been given to the Company by the Issuer or the Trustee.

(c) Any representation or warranty made by the Company in any document delivered by the Company to the Trustee, the Bondholders, or the Issuer in connection with the sale and delivery of the Bonds proves to be untrue in any material respect.

(d) The occurrence of any "reportable event", as defined in the Employee Retirement Income Security Act of 1974 and any amendments thereto, which is determined to constitute grounds for termination by the Pension Benefit Guaranty Corporation of any employee pension benefit plan maintained by or on behalf of the Company for the benefit of any of its employees or for the appointment by the appropriate United States District Court of a trustee to administer such plan and such reportable event is not corrected and such determination is not revoked within 30 days after notice thereof has been given to the plan administrator or the Company; or the institution of proceedings by the Pension Benefit Guaranty Corporation to terminate any such employee benefit pension plan or to appoint a trustee to administer such plan; or the appointment of a trustee by the appropriate United States District Court to administer any such employee benefit pension plan.

(e) The dissolution or liquidation of the Company; or failure by the Company promptly to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry out its obligations under this Agreement; or the commission by the Company of an act of bankruptcy; or the Company becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver for the Company or for the greater part of its properties; or a trustee or receiver is appointed for the Company or for the greater part of its properties without its consent and is not discharged within 40 days; or bankruptcy, reorganization or liquidation proceedings are commenced by or against the Company, and if commenced against the Company are consented to by it or remain undismissed for 40 days.

(f) Failure of the Company to perform its obligations under Article II or III of the Guaranty, exclusive of any period of grace, or the Guaranty shall be for any reason become unavailable to or unenforceable by the Trustee and the Bondholders.

Section 10.2 Remedies on Default. Whenever an event of default referred to in Section 10.1 hereof shall have occurred, any one or more of the remedies listed in subparagraphs (a) through (d) below and/or any other remedy available at law or in equity shall be taken by the Issuer, upon the prior written direction of the Trustee, and in compliance with and subject to the constraints on such required by Indiana law:

(a) Declare all indebtedness evidenced by the Mortgage Note to be immediately due and payable, whereupon the payment date for same shall become immediately accelerated, and all such indebtedness shall be immediately due and payable;

(b) Have access to and inspect, examine and make copies of the books and records and any and all accounts, data and income tax and other tax returns of the Company only, however, insofar as they relate to the Project or the event of default and the remedying thereof;

(c) Exercise and enforce all or any of its rights under the liens and security interests granted in the Mortgage, specifically including but not limited to foreclosure of the Mortgage. The Issuer upon the written consent of the Trustee, may petition a court of competent jurisdiction for the appointment of a receiver to take possession of and manage and operate all or part of the assets of the Company for the benefit of the issuer and Trustee;

(d) Apply all moneys in the Bond Fund or Construction Fund (including investments in which such moneys are invested) toward payment of principal and interest on the Bonds.

Any amounts collected pursuant to action taken under this Section shall be applied in accordance with Section 703 of the Indenture.

Section 10.3 No Remedy Exclusive. No remedy conferred upon or reserved to the Issuer or the Trustee by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 10.4 Agreement to Pay Attorneys' Fees and Expenses. In the event the Company should default under any of the provisions of this Agreement and the Issuer or the Trustee should employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained in this Agreement, the Company agrees that it will on demand therefor reimburse the reasonable fees of such attorneys and such other expenses so incurred.

Section 10.5 No Additional Waiver Implied By One Waiver. In the event any term, condition or covenant contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. The Issuer shall not make any waiver without the prior written consent of the Trustee.

By reason of the assignment and pledge of certain of the Issuer's rights and interest in this Agreement to the Trustee on behalf of the Bondholders, the Issuer shall have no power to waive or release the Company from any event of default or the performance or observance of any obligation or condition of the Company under this Agreement without prior written consent of the Trustee, but shall do so if requested by Trustee, provided that prior to such waiver or release by the Issuer, the Issuer shall have been provided with an opinion of its bond counsel that such action will not result in any pecuniary liability to it and the Issuer shall have been provided such reasonable indemnification from the Trustee as the Issuer shall deem necessary.

ARTICLE XI

THE BOND

Section 11.1 Issuance of the Bonds. The obligations of the Issuer and the Company hereunder are expressly conditioned upon the execution of the Bond Purchase Contract and payment for the Bonds pursuant thereto.

Section 11.2 Compliance with Ordinances. The Issuer agrees to comply with the covenants, requirements and provisions of the Ordinance and perform all of its obligations thereunder.

Section 11.3 Consent to Issuer's Pledge. The Company hereby acknowledges and consents to the assignment and pledge by the Issuer to the Trustee on behalf of the Bondholders, as additional security for the Bonds, of the Mortgage Note, the Mortgage, the money deposited to the various funds and accounts hereunder and under the Ordinance and all of the Issuer's rights and powers under this Agreement, including the right to receive the Loan payments (but excluding the right of the Issuer to receive fee payments under Section 3.3 hereof and indemnities under Article VI hereof) and the right and power to enforce, the performance of the obligations of the Company under

this Agreement. The Company further acknowledges and consents to the right of the Trustee to enforce all rights of the Issuer and Trustee under the Ordinance, Bond Purchase Contract, and the Indenture, including the right to require the Issuer to collect Loan payments and fee payments.

Section 11.4 Rights of Bondholders Hereunder. The parties hereto recognize and agree that the terms of this Agreement and the enforcement thereof are essential to the security of the Bondholders and are entered into for the benefit of the Bondholders. The Trustee on behalf of the Bondholders shall accordingly have contractual rights and duties in this Agreement and be entitled to require the enforcement of the terms hereof.

Section 11.5 Amendments to Ordinance. The Issuer shall not amend nor consent to any amendment to the Ordinance or the Indenture without the prior written consent of the Company and the Trustee.

ARTICLE XII

PAYMENTS ON THE BONDS FROM THE BOND FUND

All prepayments on the Loan shall be applied by the Trustee to payment of the Bonds on the next Bond payment date. In addition, unless otherwise specifically provided herein and subject to the limitations on redemption, if any, other amounts deposited in the Bond Fund which under this Agreement are to be applied toward payment or redemption of the Bonds shall be paid to the Bondholders by the Trustee on the next date after receipt on which payment or redemption is permitted by the terms of the Bonds. Unless prohibited by law or unless such action would affect the Federal income tax exemption for interest on the Bonds, such payments shall be applied first to accrued and unpaid interest and then to principal. Partial prepayments on the Bonds shall be made pro rata based upon the unpaid principal balances of each of the Bonds. Prepayments applied to principal shall be applied to installments in the inverse order of their maturities.

ARTICLE XIII

MISCELLANEOUS

Section 13.1 Amounts Remaining in Fund. It is agreed by the parties hereto that any amounts remaining in the Construction or Bond Fund after termination of this Agreement, after the Loan and the Bonds shall be deemed to have been fully paid and discharged and the fees, charges and expenses of the Trustee and all other amounts required to be paid under the Ordinance, Indenture and this Agreement shall have been fully paid, shall belong to and be paid to the Company as overpayment of the Loan.

Section 13.2 Entire Agreement. This Agreement contains all agreements between the parties and there are no other representations, warranties, promises, agreements or understandings, oral, written or inferred, between the parties, unless reference is made thereto in this Agreement, the Ordinance, the Indenture or the Bond Purchase Contract.

Section 13.3 Notices. All notices, certificates, requests or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Issuer:

Fort Wayne, Indiana

Attention:

If to the Company:

Genova, Inc.
7034 East Court Street
Davison, Michigan 48423

If to the Bondholders:

National Bank of Detroit
611 Woodward Avenue
Detroit, Michigan 48226

Attention: Commercial Loan Department - Manager

and

Lincoln National Bank and Trust Company
116 East Berry Street
Fort Wayne, Indiana 46802

Attention:

If to the Trustee:

Lincoln National Bank and Trust Company
116 East Berry Street
Fort Wayne, Indiana 46802

Attention:

A duplicate copy of each notice, certificate, request or other communication given hereunder to the Issuer, the Company, the Trustee or the Bondholders shall also be given to the others. The Company, the Issuer, the Bondholders and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent, but no notice directed to any one such entity shall thereby be required to be sent to more than two addresses.

Section 13.4 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

Section 13.5 Amendments, Changes and Modifications. Subsequent to issuance of the Bonds and until they are paid in full, this Agreement, the Mortgage Note and Mortgage may not be amended, changed, modified, altered, supplemented or terminated, nor may performance of the Company under this Agreement, the Mortgage Note or the Mortgage be waived, without the prior written consent of the Trustee.

Section 13.6 Severability. If any clause, provision or section of this Agreement is held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement is held in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the Issuer or the Company, as the case may be, to the fullest extent permitted by law.

Section 13.7 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.8 Interpretation. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana.

Section 13.9 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF FORT WAYNE

By _____

Its Mayor

By _____

Its _____

City Clerk

(SEAL)

GENOVA, INC.

By _____

Its _____

By _____

Its _____

(SEAL)

INDENTURE

THIS INDENTURE ("Indenture") dated as of the ____ day of _____, 1979, between the CITY OF FORT WAYNE, State of Indiana, an Indiana municipal corporation organized and existing under the laws of the State of Indiana, whose post office address is _____ (the "Issuer"), and LINCOLN NATIONAL BANK AND TRUST COMPANY OF FORT WAYNE, a national banking association, whose post office address and principal place of business is 116 East Berry Street, Fort Wayne, Indiana 46802 (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Issuer has adopted an ordinance (the "Ordinance") on _____ authorizing the issuance of its \$4,000,000 Economic Development Revenue Bonds (Genova, Inc. Project) (the "Bonds") for the purpose of making a loan in said amount to Genova, Inc. (the "Company") for the purpose of constructing a manufacturing facility located near the Issuer in the unincorporated area of Allen County on premises more specifically described on attached Exhibit A, which loan shall be made in accordance with the terms of the Loan Agreement of even date (the "Loan Agreement"), evidenced by the \$4,000,000 promissory note of the Company of even date (the "Note") and secured by a mortgage on the Premises of even date (the "Mortgage"), which Ordinance, Loan Agreement, Note and Mortgage, including all terms defined therein, are incorporated in this Indenture, and

WHEREAS, the Bonds are to be secured by certain property, including the assignment of the Loan Agreement, Note and Mortgage, and are entitled to the benefits of a Guaranty Agreement of even date herewith (the "Guaranty").

NOW, THEREFORE, in order to secure payment of the principal, premium, if any, and interest on the Bonds and the performance and observance by the Issuer of all the covenants, terms and conditions herein, in the Ordinance, and upon which the Bonds are to be issued, the Issuer, in consideration of the purchase and acceptance of the Bonds by the Bondholder and for other good and valuable consideration, the receipt of which is hereby acknowledged, has executed and delivered this Indenture and does hereby convey, assign and grant to the Trustee on behalf of the Bondholders a security interest in, the following properties, rights and interests (which are hereinafter collectively referred to as the "Security"):

- (i) all Loan Repayments received by the Issuer under the Loan Agreement, which Loan Repayments are to be paid directly by the Company to the Trustee and deposited in the Bond Fund;
- (ii) all moneys in the Bond Fund and the Construction fund, including the proceeds of the Bonds pending disbursement thereof;
- (iii) any payments under the Guaranty;
- (iv) all of the proceeds of the foregoing, including without limitation investments thereof and Investment Income;

(v) all of the Issuer's right and interest in the Note and Mortgage; and

(vi) all of the Issuer's rights and interest in the Loan Agreement, subject to reservation by the Issuer of the rights to make all determinations and approvals and receive all notices accorded to it under the Loan Agreement and to enforce in its name and for its own benefit the provisions in Sections 3.3, 6.5 and 6.9 of the Loan Agreement with respect to Issuer's fees and expenses, and public liability insurance proceeds and indemnity payments as the interests of the Issuer shall appear.

TO HAVE AND TO HOLD with all the privileges and appurtenances hereby conveyed and assigned to the Trustee forever for its benefit and security; provided, however, that if the Issuer shall have caused the Bonds to have been paid in accordance with Section 305 of this Indenture, then this Indenture and the rights hereby granted shall cease and be void; otherwise, this Indenture shall remain in full force and effect.

In consideration of the premises, the acceptance by the Trustee of its obligations hereunder and the purchase and acceptance of the Bonds by the Bondholders, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer and the Trustee agree as follows:

ARTICLE I

DEFINITIONS

The following words shall have the following meanings unless the context or use clearly indicates another or different meaning or intent, and such definition shall be equally applicable to both the singular and plural forms of the terms hereafter defined:

"Act" means I.C. 18-6-4.5, as amended.

"Bonds" means the City of Fort Wayne, Indiana Economic Development Revenue Bonds (Genova, Inc. Project) to be issued under the Ordinance and secured by the Indenture.

"Bond Fund" means the fund established pursuant to Section 502 and which shall be entitled "Fort Wayne Economic Development Bond Fund (Genova, Inc. Project)".

"Bondholders" means the Persons in whose name the Bonds are registered.

"Bond Purchase Contract" means the Bond Purchase Contract between the Issuer and the original Bondholders relating to the sale of the Bonds.

"Company" means Genova, Inc., a Michigan corporation, borrower from the Issuer under the Loan Agreement, and its successors.

"Construction Fund" means the fund established pursuant to Section 501 hereof and which shall be entitled "Fort Wayne Economic Development Construction Fund (Genova, Inc. Project)".

"Guaranty" means the Guaranty Agreement between the Company and the Bondholders, dated as of _____ 1, 1979.

"Indenture" means this Indenture.

"Issuer" means the City of Fort Wayne, State of Indiana, a municipal corporation organized and existing under and pursuant to the laws and constitution of the State of Indiana.

"Investment Income" means the earnings and profits derived from the investment of moneys in the Construction Fund and Bond Fund pursuant to Section 601.

"Loan" means the \$4,000,000 loan by the Issuer to the Company which is the subject of the Loan Agreement.

"Loan Agreement" means the Loan Agreement between the Issuer and the Company dated as of _____ 1, 1979.

"Loan Repayments" means all payments received by the Trustee on behalf of the Issuer from the Company under or pursuant to the Loan Agreement, the Mortgage or the Mortgage Note including, without limitation, any proceeds realized from any collateral, but not including payments received by the Issuer under the Loan Agreement as its commitment fee or in respect to indemnity payments or public liability insurance proceeds as the interests of the Issuer shall appear.

"Mortgage" shall mean the Mortgage and Security Agreement dated as of _____ 1, 1979, granted from the Company substantially in the form attached as Exhibit B to the Loan Agreement.

"Mortgage Note" means the Mortgage Note dated as of _____ 1, 1979, given by the Company, substantially in the form attached as Exhibit C to the Loan Agreement.

"Ordinance" means "Special Ordinance No. S-11-79-33", authorizing the issuance of City of Fort Wayne Economic Development Revenue Bonds (Genova, Inc. Project).

"Person" means any natural person, firm, association, corporation or public body.

"Project" means the land described in Exhibit D to the Loan Agreement and the buildings, other improvements and machinery and equipment to be constructed or installed on the land all as described in Exhibit E to the Loan Agreement.

"Trustee" means Lincoln National Bank and Trust Company of Fort Wayne, a national banking association, Fort Wayne, Indiana or any successor Trustee.

ARTICLE II

THE BONDS AND APPLICATION OF PROCEEDS

SECTION 201. Issuance of the Bonds, Limited Obligation. For the purpose of making the Loan and thereby assisting in the financing of the acquisition and construction of the Project, the issuance of the City of Fort Wayne Economic Development Revenue Bonds (Genova, Inc. Project) in the aggregate principal amount of \$4,000,000, is authorized in order to promote diversification of economic development, job opportunities, and commercial facilities in and for the Issuer. Said bonds shall be issued in fully registered form as to both principal and interest and shall be substantially in the forms of Exhibit I and II hereto.

The Bonds and the interest obligations thereon shall not in any respect be a general obligation of the Issuer nor shall they be payable in any manner from funds raised by taxation.

SECTION 202. Application of Bond Proceeds. Immediately upon the receipt thereof, the proceeds of the sale of the Bonds shall be deposited with the Trustee and apportioned between the Construction Fund and Bond Fund in the following manner:

(a) A deposit in the Bond Fund of any premium or accrued interest received upon sale of the Bonds; and

(b) A deposit in the Construction Fund of the balance of the proceeds of the Bonds.

SECTION 203. Ratably Secured. All Bonds issued and to be issued hereunder are and are to be, to the extent provided herein, equally and ratably secured by the Indenture without preference, priority or distinction on account of the actual time or times of the authentication or delivery of maturity of the Bonds.

SECTION 204. Direct Payment. Payment of a portion of any Bond shall be made direct to an institutional Bondholder thereof without presentation or surrender thereof if there shall be filed with the Trustee an agreement between the Issuer and the Bondholder that payment shall be so made and that such Bondholder will not sell, transfer or otherwise dispose of such Bond unless it shall make notation thereon of the portion of the principal amount thereof redeemed. The Trustee acknowledges that the Bond Purchase Contract incorporates such an agreement.

Subject to entering into such an agreement, any institutional Bondholder may by notice to the Trustee direct the Trustee to credit any amount due thereon to an account maintained by such Bondholder with the Trustee or, if such an account is not maintained, by whichever of the following methods shall be specified by notice from such Bondholder to the Trustee: (i) by transferring such amount in Federal or immediately available funds to a banking institution located in the United States of America designated in such notice with bank wire transfer facilities for the account of such Bondholder with telephonic and/or written confirmation of payment, to the extent specified by such Bondholder, or (ii) by mailing a check in _____ Clearing House funds for such amount to such Bondholder at such address as such Bondholder shall designate by notice to the Trustee, in all cases without any presentment or surrender of any Bond.

ARTICLE III

SECURITY

SECTION 301. Security. The Bonds and the interest thereon shall be a limited obligation of the Issuer as provided in Section 201, and shall be secured by and payable only from the Security as heretofore described.

SECTION 302. Further Assurances. The Issuer shall cooperate to the extent necessary with the Company and the Trustee in their defense of the Security against the claims and demands of any person, and will do, execute, acknowledge and deliver or cause to be done, such further acts, instruments and transfers as the Trustee may reasonably require for the better pledging of the Security, including without limitation, execution and delivery of all financing statements, to enable counsel for the Company to render the opinion required by the Loan Agreement. The Issuer shall not cause or permit to exist any modification, waiver or consent with respect to the Loan Agreement, Mortgage or Mortgage Note without the prior written consent of the Trustee. The Issuer shall agree to any waiver or consent with respect to the Loan Agreement, Mortgage, or Mortgage Note as shall be reasonably requested by the

Trustee upon receipt of the written opinion of its counsel that such waiver or consent shall not impose any pecuniary obligation or liability, or adverse consequence upon the Issuer. The Issuer shall not exercise any remedy granted to it under the Indenture, the Loan Agreement, the Mortgage or the Mortgage Note without the prior written consent of the Trustee.

SECTION 303. No Other Encumbrances. The Issuer covenants that except as provided herein, it will not further sell, convey, assign, mortgage, encumber or otherwise dispose of the Security, or any part thereof.

SECTION 304. Governmental Functions. Anything herein to the contrary notwithstanding, the City of Fort Wayne is not assigning any of its governmental functions, nor shall the City of Fort Wayne be precluded from taking such actions as shall be necessary in order for it to perform its governmental functions. Notwithstanding the foregoing, the Issuer shall be bound by the undertakings herein.

SECTION 305. Discharge of Lien. Upon payment of the principal and interest on the Bonds and performance by the Company of all its obligations under the Loan Agreement and the Mortgage Note, the Bonds shall be cancelled by the Trustee and returned to the Issuer, the Security shall be released from the lien of the Indenture, and the Indenture shall be discharged, and the Trustee shall deliver to the Issuer or Company any written instrument necessary to evidence such discharge and any moneys in its possession in excess of the amounts to provide for payment of principal and interest on the Bonds and to pay Trustee fees.

ARTICLE IV

REPRESENTATIONS AND CONVENANTS OF THE ISSUER

SECTION 401. General Limitation. All representations and covenants of the Issuer herein and in any proceeding, document or certification incidental to issuance of the Bonds shall not create a pecuniary liability of the City of Fort Wayne, except to the extent of available Security and as to any obligation for specific performance.

SECTION 402. Performance of Covenants. The Issuer shall promptly perform and observe all covenants, undertakings and obligations set forth in the Ordinance, the Indenture, the Bonds or in the Loan Agreement.

SECTION 403. Authority. The Issuer represents that (i) it is duly authorized under the Constitution and laws of the State of Indiana, including particularly the Act, to issue the Bonds, and to execute, deliver and perform the terms of the Loan Agreement and Indenture (ii) all action on its part for the issuance of the Bonds and execution and delivery of the Loan Agreement and Indenture have been duly taken, (iii) the Bonds upon issuance, and the Loan Agreement and Indenture upon delivery, shall be valid and enforceable obligations of the Issuer in accordance with their terms, (iv) it has not heretofore conveyed, assigned, pledged or otherwise disposed of the Security, (v) it has not received any payments under the Mortgage Note and the entire principal balance remains outstanding, and (vi) it has no knowledge of any right of set-off, defense or counterclaim to payment or performance of the terms or conditions of the Mortgage Note, Mortgage and Loan Agreement.

SECTION 404. No Litigation. The Issuer represents that (i) no litigation or administrative action of any nature is now pending restraining or enjoining its issuance or delivery of the Bonds or its execution and delivery of the Loan Agreement and the Indenture, or in any manner questioning the proceedings or authority under which the same have been had, or affecting the validity of the same, (ii) no contest is pending as to its existence or the incumbency or authority of its present officers, (iii) no authority or proceeding for the issuance of the Bonds or for the payment or security thereof has been repealed, revoked or rescinded, (iv) no petition seeking to initiate any resolution or other measure affecting the same or the proceedings therefor has been filed and (v) to the best of the knowledge of the officers of the Issuer, none of the foregoing actions is threatened.

SECTION 405. Payment of Taxes, Charges, Etc. Under the Loan Agreement the Company shall pay all lawful taxes, assessments and charges respecting the Project.

SECTION 406. Maintenance, Insurance and Modifications. Under the Loan Agreement the Company shall at its own expense cause the Project to be maintained in good condition, repair and working order, ordinary wear and tear and obsolescence excepted, and shall maintain in effect or cause to be maintained in effect hazard and liability insurance with respect to the Project as provided in the Loan Agreement. Under the Loan Agreement the Company may, at its own expense, make from time to time additions, modifications and improvements to the Project in accordance with the terms and conditions of the Loan Agreement.

SECTION 407. Project Books. All books and documents in the possession of the Issuer relating to the Project and the income and revenues derived from the Project shall at all reasonable times be open to inspection by the Trustee and its attorneys and agents.

SECTION 408. Enforcement of the Loan Agreement and Mortgage. The Trustee may enforce against the Company or any Person any rights of the Issuer or obligations of the Company under or arising from the Bonds, the Mortgage Note, the Mortgage or the Loan Agreement whether or not the Issuer is in default hereunder or under the Bonds, but the Trustee shall not be deemed to have thereby assumed the obligations of the Issuer under the Loan Agreement, except as specifically provided therein. The Issuer shall fully cooperate with the Trustee in the enforcement by it of any such rights.

At the request of the Trustee and upon reasonable indemnification, the Issuer shall (i) in its name commence legal action or take such other actions as the Trustee shall reasonably request to enforce the rights of the Issuer or the Trustee on behalf of the Bondholders, under or arising from the Bonds, the Mortgage Note, the Mortgage or the Loan Agreement and (ii) shall cooperate in any effort of the Trustee on behalf of the Issuer to enforce the Mortgage. Nothing herein shall be construed as requiring the Issuer to operate the Project.

SECTION 409. No Personal Liability. No officer or employee of the Issuer, including any person executing the Indenture or the Bonds, shall be liable personally on the Bonds or subject to any personal liability for any reason relating to the issuance of the Bonds.

ARTICLE V

ESTABLISHMENT AND USE OF FUNDS

SECTION 501. Establishment and Use of Construction Fund. The Construction Fund shall be established with the Trustee. The Construction Fund shall receive all proceeds from the sale of the Bonds (excluding any premium and accrued interest) and insurance and condemnation proceeds as provided in the Loan Agreement. Moneys in the Construction Fund shall be expended and disbursed in accordance with the provisions of the Loan Agreement. The Trustee is hereby authorized and directed to make disbursements from the Construction Fund on any certificate of requisition meeting the requirements of the Loan Agreement. The Trustee shall keep and maintain adequate records pertaining to the Construction Fund and all receipts and disbursements pertaining thereto, and shall furnish periodic statements with respect thereto to the Issuer, the Company, and the Bondholders. The records of the Trustee with respect to all income and disbursements relating to the Construction Fund shall be made available by the Trustee at its office during normal business hours to the Company, the Issuer, and the Bondholders.

SECTION 502. Establishment and Use of Bond Fund. The Bond Fund shall be established with the Trustee. There shall be deposited in the Bond Fund (a) any premium or accrued interest received on the sale of the Bonds; (b) all Loan Repayments under the Loan Agreement, including all proceeds resulting from the enforcement of the Security or its realization as collateral, (c) insurance and condemnation proceeds as provided in the Loan Agreement, and (d) all moneys received by the Trustee under the Loan Agreement and the Guaranty for deposit in the Bond Fund.

Moneys in the Bond Fund shall be used solely for the payment of the interest on the Bonds and for the payment of principal of the Bonds upon maturity, or mandatory or optional prepayment, provided, however, that any amounts transferred from the Construction Fund to the Bond Fund following the Completion Date of the Project as defined and provided in Section 5.4 of the Loan Agreement may only be used to pay principal on the Bonds. The Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and interest on the Bonds as the same become due and payable. The Loan Agreement provides that certain moneys in the Bond Fund are available for use for the prepayment of the Bonds. The Trustee shall use such moneys to prepay the Bonds subject to the provisions for prepayment of the Bonds in the Indenture.

Any amounts remaining in the Bond Fund after payment in full of the Bonds and all other amounts required to be paid under the Indenture or under the Loan Agreement shall be paid to the Company upon the expiration or sooner termination of the term of the Loan Agreement as provided in the Loan Agreement.

ARTICLE VI

INVESTMENTS

SECTION 601. Investment of Construction Fund and Bond Fund Moneys. Any moneys held as part of the Construction Fund or the Bond Fund shall be invested or reinvested by the Trustee in accordance with directions of the Company in (a) direct obligations of the United States of America or the States of Indiana or Michigan or in obligations the principal and interest of which are unconditionally guaranteed by the United States of America or the States of Indiana or Michigan, (b) certificates of deposit of any bank (including the Bondholders) whose deposits are insured by the Federal Deposit Insurance Corporation, or (c) any other investments permitted by law. The above investments shall be reasonably acceptable to the Trustee and shall mature not later than the respective dates estimated by the Company when the moneys in said Funds shall be needed for the purposes provided in the Loan Agreement and the Indenture, but should the cash balance in a Fund be insufficient for such a purpose, the Trustee is authorized to sell the necessary portion of such investments to meet that purpose. All investments shall be deemed a part of the Fund with whose moneys they were acquired, and all profits and losses shall be charged to said Fund.

SECTION 602. Arbitrage Bond Covenant. The Issuer hereby covenants with the Trustee on behalf of the Bondholders that it will make no use of the proceeds of the Bonds, or any other funds which may be deemed to be proceeds of the Bonds pursuant to Section 103(c) of the Internal Revenue Code of 1954, as amended, and the applicable regulations thereunder, which, if such use had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be "arbitrage bonds" within the meaning of such Section and such regulations, and will comply with the requirements of such Section and such regulations through the term of the Bonds.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 701. Events of Default. Any one of the following shall constitute an event of default:

- (a) Default in the payment of any interest on the Bonds when and as the same shall have become due;
- (b) Default in the payment of the principal on the Bonds when and as the same shall become due, whether at the stated maturity thereof, optional or mandatory prepayment, or by acceleration;
- (c) Default in the observance or performance of any other of the covenants, agreements or conditions on the part of the Issuer included in the Indenture or in the Bonds and the continuance thereof for a period of 30 days after written notice to the Issuer, the Company, and the Bondholders given by the Trustee;
- (d) Occurrence of an event of default under the Loan Agreement; or
- (e) Failure of the Company to perform its obligations under Articles II or III of the Guaranty, exclusive of any period of grace, or the Guaranty shall be for any reason become unavailable to or unenforceable by the Trustee.

SECTION 702. Trustee's Power to Act. Upon the occurrence of any event of default specified in Section 701, the Trustee upon the written request of Bondholders owning not less than ___% in aggregate principal amount of Bonds then outstanding shall have the right to exercise any one or more of the following remedies:

- (a) Declare the entire outstanding principal of the Bonds and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable;
- (b) Subject to the Company's rights under the Mortgage if the Company is not in default thereunder, take possession of all or any part of the Project, hold, operate and manage the same, make all needful repairs and improvements, lease the Project or any part thereof in the name and for the account of the Issuer and collect, receive and sequester rents, revenues and other income, charges and moneys therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and/or establish proper reserves for the payment of all proper costs and expenses of taking, holding and managing the same, including, without limitation, (i) reasonable compensation to the Trustee, its agents and counsel, (ii) any taxes and assessments and other charges prior to the lien of the Mortgage and (iii) all expenses of such repairs and improvements, and apply the remainder of the moneys so received in accordance with the provisions of Section 703.
- (c) Foreclose by judicial proceedings the lien on the Project created and vested by the Mortgage in the manner provided by law, and the Trustee or holder of any of the Bonds then outstanding may become the purchaser at any foreclosure sale if the highest bidder.

(d) Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee under the Indenture, obtain (as a matter of right) the appointment of a receiver or receivers of the Project and the rental, revenues, and other income, charges and moneys therefrom, pending such proceedings, with such power as the court making such appointments shall confer.

(e) Pursue any available remedy at law or in equity to enforce the payment of the outstanding principal and interest on the Bonds.

No remedy by the terms of the Indenture conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy provided herein or by law, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any such event of default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any event of default hereunder or delay in the exercise of any right or power accruing thereupon shall extend or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

SECTION 703. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the Indenture shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, including reasonable attorneys' fees, be applied in the following order: (i) to amounts owing the Issuer under the Loan Agreement other than principal and interest on the Loan, (ii) to amounts owing the Trustee under the Indenture or under the Loan Agreement (iii) to amounts owing to the Bondholders hereunder, under the Mortgage or under the Loan Agreement other than principal or interest on the Bonds, (iv) to all accrued and unpaid interest on the Bonds, (v) to the unpaid principal amount on the Bonds, and (vi) the surplus, if any, to be paid to the Company, unless a court of competent jurisdiction decrees otherwise.

SECTION 704. Right of Trustee to Pay Taxes and Other Charges. In case any tax, assessment or governmental or other charge upon any part of the Project or any premium required for maintenance of the insurance required by the Loan Agreement is not paid as required, the Trustee may pay such tax, assessment or governmental charge or premium, without prejudice, however, to any rights of the Trustee hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of _____% per annum, shall become so much additional indebtedness secured by the Indenture, and the same shall be given a preference in payment over the Bonds.

SECTION 705. Trustee and Issuer Required to Accept Directions and Actions of Company. Whenever after ten days written notice by the Company, the Issuer shall fail to direct or to require the Trustee to take any action required by it under the Indenture, the Company shall have the direct right to cause the Trustee to comply with its obligations under the Indenture, and the Trustee is hereby irrevocably empowered and directed to accept such direction.

Certain actions or failures to act by the Issuer under the Indenture may create or result in an event of default under the Indenture. The Company may perform any and all acts or take such action as may be necessary for and on behalf of the Issuer to prevent or correct said event of default and the Trustee agrees that it shall take or accept such performance by the Company as performance by the Issuer in such event.

SECTION 706. Waiver. The Trustee shall waive any default or event of default hereunder and its consequences and rescind any declaration of maturity of principal, upon the written request of the holders of not less than _____ % in aggregate principal amount of all the Bonds then outstanding; provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Bonds at the date of maturity specified therein or the date fixed for redemption thereof or (b) any default in the payment when due of interest on any such Bonds.

ARTICLE VIII

THE TRUSTEE

SECTION 801. Terms of Appointment. The Trustee is hereby so appointed and agrees to act in such capacity, to comply with all requirements of the Indenture, to be custodian of the Construction Fund and Bond Fund and to perform the duties of the Trustee under the Ordinance, the Loan Agreement and the Indenture, but only upon and subject to the following express terms and conditions:

(a) The Trustee may rely and shall be protected in acting or refraining from acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons, whether furnished pursuant to the Indenture, the Loan Agreement or otherwise.

(b) The Trustee may rely upon any certificate of the Issuer signed by its Mayor or City Clerk or any certificate of the Company signed by its _____ or _____ as sufficient evidence of the facts therein contained, but may in its discretion secure further evidence.

(c) Before taking any action required of it under the Indenture the Trustee may require such evidence, opinions, documentation or information as it may reasonably deem necessary or advisable and may require satisfactory indemnifications for all expenses and potential liability to it incidental to such action.

(d) All moneys received by the Trustee shall, until used, be applied or invested as provided in the Indenture, be held in an account for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except pursuant to the investment provisions of the Indenture.

(e) The permissive right of the Trustee to do things enumerated in the Loan Agreement or in the Indenture is subject to and shall be exercised only in accordance with the Indenture; however, the Trustee shall not be answerable for other than its negligence or willful default.

SECTION 802. Warranty and Representation. The Trustee warrants and represents that its performance of its duties as required by the Indenture does not conflict with its charter or bylaws or applicable banking law and regulations.

SECTION 803. Resignation. The Trustee or any successor Trustee may at any time resign by giving thirty days written notice to the Issuer, the Company, and the Bondholders of such resignation. Upon receipt of such notice the Bondholders shall promptly appoint a successor trustee which shall be a commercial bank or trust company authorized to accept trust powers with its principal banking office in the State of Indiana. If no successor trustee shall have been appointed within thirty days after the giving of such notice, the resigning trustee may appoint a successor trustee.

SECTION 804. Fees and Expenses. The Trustee shall be entitled to reasonable fees for services rendered under the Indenture and the Trustee shall be reimbursed for all expenses reasonably and necessarily incurred by it in connection with such services. Under the Loan Agreement the Company shall pay such fees and expenses and the Issuer shall never be liable for payment of such fees and expenses. Upon the occurrence of an Event of Default the Trustee shall have a lien on the Security with right of payment prior to payment of principal or interest on the Bonds for the foregoing fees and expenses.

SECTION 805. Notice to Bondholders. If an event occurs wherein pursuant to a provision in the Ordinance, Indenture, Loan Agreement, or other related document the Trustee is required to take notice or if notice is given to the Trustee as provided therein, the Trustee shall promptly give written notice thereof by registered or certified mail to the Bondholders.

SECTION 806. Trustee's Counsel. If the Trustee acts pursuant to a provision that requires or permits such action based upon the approval or opinion of Trustee's counsel, said counsel must be approved in writing by the holders of not less than ____% in aggregate principal amount of Bonds then outstanding.

SECTION 807. Removal of Trustee. The Trustee may be removed at any time upon 30 days' prior notice, by an instrument or concurrent instruments in writing delivered to the Trustee, the Company and Issuer signed by the holders of not less than ____% in aggregate principal amount of Bonds then outstanding.

SECTION 808. Intervention in Litigation. In any judicial proceedings to which the Issuer is a party, the Trustee shall intervene on behalf of the Bondholders if requested in writing by the holders of at least ____% of the aggregate principal amount of Bonds outstanding.

SECTION 809. Rights of Bondholders. Anything in this Indenture to the contrary notwithstanding, the holders of ____% in aggregate principal amount of Bonds then outstanding shall have the right, at any time, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture or for the appointment of a receiver or any other proceedings hereunder or to direct any other actions on the part of the Trustee to be performed hereunder or under the Loan Agreement, including, without limitation, the giving of consents, approvals and waivers hereunder and thereunder which are required of the Trustee, the Issuer or the Bondholders; provided, however, that such direction shall not be otherwise than in accordance with the provisions of law.

ARTICLE IX

MISCELLANEOUS INDENTURE PROVISIONS.

SECTION 901. Limitation of Rights. The Indenture shall be for the sole and exclusive benefit of the parties hereto and the Company. With the exception of rights herein expressly conferred, nothing expressed in or to be implied from the Indenture or the Bonds is intended or shall be construed to give to any Person other than the parties hereto and the Company any legal or equitable right, remedy or claim under or in respect to the Indenture.

SECTION 902. Severability. If any provision of the Indenture is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable for any reason whatsoever, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever.

The invalidity of any portion of the Indenture, shall not affect any or all of the remaining portions of the Indenture.

SECTION 903. Notices. It shall be sufficient service of any notice, or other communication under the Indenture, if the same shall be personally served or duly mailed by certificate, registered or certified mail, postage prepaid, addressed as follows:

- a. To the Issuer:

Fort Wayne, Indiana

Attention:

- b. To the Company:

Genova, Inc.
7034 East Court Street
Davison, Michigan 48423

Attention:

- c. To the Bondholders:

National Bank of Detroit
611 Woodward Avenue
Detroit, Michigan 48232

Attention: Manager, Commercial Loan Department

and

Lincoln National Bank and Trust Company
116 East Berry Street
Fort Wayne, Indiana 46802

Attention:

Duplicate original copies of any notice, certificate or other communication to the Issuer, the Bondholders, the Trustee or the Company, shall also be given to the others. The Issuer, the Company, the Bondholders and the Trustee, may, by notice given hereunder, designate up to two addresses to which subsequent notices, certificates or other communications to it shall be sent.

SECTION 904. Payments Due on Sunday and Holidays. When the date of maturity of interest or principal of the Bonds shall be a Sunday or a day on which the Bondholders are authorized by law to be closed for business, then the maturity thereof shall be extended to the next succeeding business day with no accruing of interest.

SECTION 905. Interest Computation. The interest on the Bonds shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

SECTION 906. Binding Effect. The Indenture shall inure to the benefit of and shall be binding upon the Issuer, the Trustee, and their respective successors and assigns.

SECTION 907. Captions. The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of the Indenture.

SECTION 908. Governing Law. The Indenture shall be governed by and interpreted in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the Issuer and Lincoln Bank and Trust Company as Trustee has caused the Indenture to be duly executed as of the day and year first above written.

CITY OF FORT WAYNE

BY _____

Its Mayor

Countersigned:

Its Clerk

(SEAL OF THE ISSUER)

Attest:

LINCOLN NATIONAL BANK AND TRUST
COMPANY OF FORT WAYNE, as Trustee

By _____

Its _____

Attest:

(SEAL OF THE BANK)

EXHIBIT I

UNITED STATES OF AMERICA
STATE OF INDIANA
COUNTY OF ALLEN

CITY OF FORT WAYNE, INDIANA
ECONOMIC DEVELOPMENT
REVENUE BOND
(Genova, Inc. Project)

December 1, 1979

\$3,000,000

The City of Fort Wayne (the "Issuer"), a municipal corporation organized and existing under and pursuant to the constitution and laws of the State of Indiana, for value received, promises to pay to the order of National Bank of Detroit (the "Bondholder"), but solely from the sources and in the manner hereinafter set forth, the principal sum of Three Million Dollars (\$3,000,000) payable in quarterly principal installments of \$18,750 on December 1, 1980, March 1, 1981, June 1, 1981, and September 1, 1981; \$75,000 on December 1, 1981, March 1, 1982, June 1, 1982 and September 1, 1982; \$93,750 commencing on December 1, 1982, and on each March 1, June 1, September 1, and December 1 thereafter to and including September 1, 1989 on which date all outstanding principal is due and payable, together with interest on installments of principal from time to time unpaid from the date hereof to maturity, whether by acceleration or otherwise, at the rate of seven and six-tenths per cent (7.60%) per annum, payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 1980, and with interest on overdue principal from the date when due, whether by acceleration or otherwise, until paid at the rate of ten and six-tenths per cent (10.6%) per annum or the maximum per annum interest rate allowed by law, whichever is lesser, payable on demand.

The principal sum of this Bond, and the interest thereon, are payable in lawful money of the United States of America at the principal office of Lincoln National Bank and Trust Company of Fort Wayne, Fort Wayne, Indiana, except as otherwise provided in the Indenture.

This Bond is issued for the purpose of making the loan described in the Loan Agreement dated as of December 1, 1979 (the "Loan Agreement") between the Issuer and Genova, Inc. (the "Company"), so as to enable the Company to acquire the land and to construct a warehouse and distribution facility thereon (the "Project"), and thereby to develop additional commercial sites and to create additional employment in the State of Indiana.

This Bond is issued pursuant to and in full compliance with the Constitution and laws of the State of Indiana, particularly Indiana Code 18-6-4.5, as amended (the "Act"), and pursuant to an ordinance of the Issuer adopted by its common council on _____, 1979 (the "Ordinance"). This Bond and the interest thereon shall not in any respect be a general obligation of the Issuer nor shall it be payable in any manner from funds raised by taxation but shall be a limited obligation of the Issuer payable solely from and secured by the "Security", all as defined and provided and subject to limitations set forth in the Indenture (the "Indenture") dated as of December 1, 1979, between the Issuer and Lincoln National Bank and Trust Company of Fort Wayne, as Trustee (the "Trustee").

This Bond is secured by the Indenture, and reference is hereby made to the Indenture and to all indentures supplemental thereto for the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the Trustee and the Bondholders and the terms and conditions upon which the Bond is issued, secured, subject to mandatory and voluntary redemption and acceleration of payment.

The Bondholder by the acceptance hereof, assents to all provisions of the Indenture and the Loan Agreement.

Reference is made to the Indenture for a description of the conditions under which the principal installment payment dates may be accelerated.

This Bond may be assigned upon ten days prior notification to the Trustee and the Company by the registered holder in person or by his attorney in writing with a duly executed instrument of assignment in the form set forth below, which instrument shall set forth the principal amount then outstanding on this Bond, the name of the assignee and an address of the assignee where confirmation of the principal amount hereof outstanding (and any subsequent notices required hereby or by the Indenture) can be sent, and any assignee shall take this Bond subject to these conditions. Such assignment shall be noted on the registration books of the Trustee and no assignment of this Bond shall be valid unless made on said books.

The Bonds are subject to optional prepayment on any principal or interest payment date on and after December 1, 1984 in their entire remaining unpaid principal amount, or lesser portion in multiples of \$100,000 upon payment of a premium, as hereinafter set forth. Partial prepayments shall be made by the Trustee to the Bondholders pro rata based upon the unpaid principal balance of each of the Bonds. Prepayments on the Bonds will be applied against principal installments in the inverse of their chronological order, at a redemption price of par plus a premium of one percent (1%) per annum of the principal amount of the Bonds redeemed for the period from the date of redemption to the fixed maturity or maturities of the installments of principal redeemed. Notice of any such optional prepayment shall be given by the Company on behalf of the Issuer and with a copy to the Trustee at least ten days prior to the prepayment date by mailing to the registered holder of this Bond a notice fixing such prepayment date, and the amount of principal which shall be prepaid on or prior to such prepayment date.

The Bond is also subject to mandatory prepayment following a notice of deficiency or similar equivalent notice from the United States Internal Revenue Service to the effect that the interest payable on the Bond is includable for Federal income tax purposes in the gross income of any holder thereof (other than a person who is a "substantial user" of the Project or a "related person" within the meaning of Section 103(b) of the Internal Revenue Code of 1954, as amended, and the regulations thereunder). In such event the Bond shall be prepaid in whole on the first interest payment date following the occurrence of such event and consequent prepayment of the Loan by the Company under the Loan Agreement at a prepayment price of 100% of the principal amount thereof outstanding plus accrued interest to the prepayment date.

IT IS HEREBY CERTIFIED that all acts, conditions and things necessary to be done by the Issuer precedent to and in the issuing of this Bond in order to make it a legal, valid and binding limited obligation of the Issuer in accordance with its terms, and in the execution and delivery of the Indenture, have been done and performed and have happened in regular and due form as required by law.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed in its name by its Mayor and countersigned by its City Clerk, and its corporate seal to be affixed hereto, all as of the first day of December, 1979.

CITY OF FORT WAYNE,
an Indiana municipal corporation

By _____

Its Mayor

Countersigned:

By _____

Its City Clerk

(SEAL)

(FORM OF ASSIGNMENT)

For value received, the undersigned does hereby sell, assign and transfer to the order of _____, whose address is _____, the City of Fort Wayne Economic Development Revenue Bond (Genova, Inc. Project), in the unpaid principal amount of \$_____ standing in the name of _____ on the books of the Trustee as Registrar for _____ Dollars (\$_____), and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books of said Registrar with full power of substitution in the premises.

Dated: _____

Signature

EXHIBIT II

UNITED STATES OF AMERICA
STATE OF INDIANA
COUNTY OF ALLEN

CITY OF FORT WAYNE, INDIANA
ECONOMIC DEVELOPMENT
REVENUE BOND
(Genova, Inc. Project)

December 1, 1979

\$1,000,000

The City of Fort Wayne (the "Issuer"), a municipal corporation organized and existing under and pursuant to the constitution and laws of the State of Indiana, for value received, promises to pay to the order of Lincoln National Bank and Trust Company of Fort Wayne (the "Bondholder"), but solely from the sources and in the manner hereinafter set forth, the principal sum of One Million Dollars (\$1,000,000) payable in quarterly principal installments of \$6,250 on December 1, 1980, March 1, 1981, June 1, 1981, and September 1, 1981; \$25,000 on December 1, 1981, March 1, 1982, June 1, 1982, and September 1, 1982; \$31,250 commencing on December 1, 1982, and on each March 1, June 1, September 1, and December 1 thereafter to and including September 1, 1989 on which date all outstanding principal is due and payable, together with interest on installments of principal from time to time unpaid from the date hereof to maturity, whether by acceleration or otherwise, at the rate of seven and six-tenths percent (7.60%) per annum, payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 1980, and with interest on overdue principal from the date when due, whether by acceleration or otherwise, until paid at the rate of ten and six-tenths per cent (10.6%) per annum payable on demand.

The principal sum of this Bond, and the interest thereon, are payable in lawful money of the United States of America at the principal office of Lincoln National Bank and Trust Company of Fort Wayne, Fort Wayne, Indiana.

This Bond is issued for the purpose of making the loan described in the Loan Agreement dated as of December 1, 1979 (the "Loan Agreement") between the Issuer and Genova, Inc. (the "Company"), so as to enable the Company to acquire the land and to construct a warehouse and distribution facility thereon (the "Project"), and thereby to develop additional commercial sites and to create additional employment in the State of Indiana.

This Bond is issued pursuant to and in full compliance with the Constitution and laws of the State of Indiana, particularly Indiana Code 18-6-4.5, as amended (the "Act"), and pursuant to an ordinance of the Issuer adopted by its common council on _____, 1979 (the "Ordinance"). This Bond and the interest thereon shall not in any respect be a general obligation of the Issuer nor shall it be payable in any manner from funds raised by taxation but shall be a limited obligation of the Issuer payable solely from and secured by the "Security", all as defined in, provided for and subject to limitations set forth in the Indenture (the "Indenture") dated as of December 1, 1979, between the Issuer and Lincoln National Bank and Trust Company of Fort Wayne, as Trustee (the "Trustee").

This Bond is secured by the Indenture, and reference is hereby made to the Indenture and to all indentures supplemental thereto for the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the Trustee and the Bondholders and the terms and conditions upon which the Bond is issued, secured, subject to mandatory and voluntary redemption and acceleration of payment.

The Bondholder by the acceptance hereof, assents to all provisions of the Indenture and the Loan Agreement.

Reference is made to the Indenture for a description of the conditions under which the principal installment payment dates may be accelerated.

This Bond may be assigned upon ten days prior notification to the Trustee and the Company by the registered holder in person or by his attorney in writing with a duly executed instrument of assignment in the form set forth below, which instrument shall set forth the principal amount then outstanding on this Bond, the name of the assignee and an address of the assignee where confirmation of the principal amount hereof outstanding (and any subsequent notices required hereby or by the Indenture) can be sent, and any assignee shall take this Bond subject to these conditions. Such assignment shall be noted on the registration books of the Trustee and no assignment of this Bond shall be valid unless made on said books.

The Bonds are subject to optional prepayment on any principal or interest payment date on and after December 1, 1984 in their entire remaining unpaid principal amount, or lesser portion in multiples of \$100,000 upon payment of a premium, as hereinafter set forth. Partial prepayments shall be made by the Trustee to the Bondholders pro rata based upon the unpaid principal balance of each of the Bonds. Prepayments on the Bonds will be applied against principal installments in the inverse of their chronological order, at a redemption price of par plus a premium of one percent (1%) per annum of the principal amount of the Bonds redeemed for the period from the date of redemption to the fixed maturity or maturities of the installments of principal redeemed. Notice of any such optional prepayment shall be given by the Company on behalf of the Issuer and with a copy to the Trustee at least ten days prior to the prepayment date by mailing to the registered holder of this Bond a notice fixing such prepayment date, and the amount of principal which shall be prepaid on or prior to such prepayment date.

The Bond is also subject to mandatory prepayment following a notice of deficiency or similar equivalent notice from the United States Internal Revenue Service to the effect that the interest payable on the Bond is includable for Federal income tax purposes in the gross income of any holder thereof (other than a person who is a "substantial user" of the Project or a "related person" within the meaning of Section 103(b) of the Internal Revenue Code of 1954, as amended, and the regulations thereunder). In such event the Bond shall be prepaid in whole on the first interest payment date following the occurrence of such event and consequent prepayment of the Loan by the Company under the Loan Agreement at a prepayment price of 100% of the principal amount thereof outstanding plus accrued interest to the prepayment date.

IT IS HEREBY CERTIFIED that all acts, conditions and things necessary to be done by the Issuer precedent to and in the issuing of this Bond in order to make it a legal, valid and binding limited obligation of the Issuer in accordance with its terms, and in the execution and delivery of the Indenture, have been done and performed and have happened in regular and due form as required by law.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed in its name by its Mayor and countersigned by its City Clerk, and its corporate seal to be affixed hereto, all as of the first day of December, 1979.

CITY OF FORT WAYNE,
an Indiana municipal corporation

By _____

Its Mayor

Countersigned:

By _____

Its City Clerk

(SEAL)

(FORM OF ASSIGNMENT)

For value received, the undersigned does hereby sell, assign and transfer to the order of _____, whose address is _____, the City of Fort Wayne Economic Development Revenue Bond (Genova, Inc. Project), in the unpaid principal amount of \$_____ standing in the name of _____ on the books of the Trustee as Registrar for _____ Dollars (\$_____), and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books of said Registrar with full power of substitution in the premises.

Dated: _____

Signature